

**CITY OF NORWOOD,  
PAYNEHAM & ST PETERS  
LOCAL GOVERNMENT  
EMPLOYEES ENTERPRISE  
AGREEMENT NO. 5, 2011-2014**

**File No. 5153 of 2011**

**This Agreement shall come into force on  
and from 1 December 2011 and have a  
life extending for a period of until  
31 October 2014.**

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

DATED 1 DECEMBER 2011.



A handwritten signature in black ink, appearing to be "Gerrit Sten", written over a horizontal line.

COMMISSION MEMBER





*City of*  
**Norwood  
Payneham  
& St Peters**

**City of Norwood Payneham & St Peters  
Local Government Employees  
Enterprise Agreement No. 5, 2011 - 2014**



City of Norwood Payneham & St Peters  
**Local Government Employees**  
**Enterprise Agreement No. 5, 2011 - 2014**

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**City of Norwood Payneham & St Peters  
Local Government Employees  
Enterprise Agreement No. 5, 2011 - 2014**

**TITLE**

This Agreement shall be referred to as the City of Norwood, Payneham & St Peters Local Government Employees Enterprise Agreement No. 5, 2011 - 2014.



**City of Norwood Payneham & St Peters  
Local Government Employees  
Enterprise Agreement No. 5, 2011 - 2014**

**1. PARTIES BOUND**

This Agreement shall be binding upon:

- 1.1. The City of Norwood, Payneham & St Peters and its employees employed under the Award.
- 1.2. The Australian Workers Union, South Australian Branch (AWU) and the members thereof.



City of Norwood Payneham & St Peters  
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**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 2014.
- 2.2 This Agreement shall be reviewed and re-negotiated during the final six months of its term and may continue thereafter upon negotiation and agreement reached between the parties.



**City of Norwood Payneham & St Peters  
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**3. SUPERSESSION OF AGREEMENTS**

- 3.1. This Agreement supersedes the Corporation of the City of Norwood, Payneham & St Peters Variation Agreement (No. 4 of 2005) 2008.



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**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 improvements will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation that will continue during the implementation stage and thereafter.
- 5.2 The purpose of the Agreement is to enable the Council to achieve high standards in its outputs and outcomes through teamwork from 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 Business Excellence Framework (BEF).
- 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**  
Recognising the contribution and developing the potential of each individual.
- 5.3.3.2 **Working Together**  
  
Supporting and encouraging each other to achieve our best in a productive and positive environment for the benefit of the community of Norwood Payneham & St Peters.
- 5.3.3.3 **Leadership**  
  
Recognising leadership takes many forms and that many people in the organisation are leaders whether in a formal or informal role.  
  
Effective leadership involves vision and clear directions and the involvement of all staff.
- 5.3.3.4 **Excellence**  
  
Striving to excel in serving our community as an employer of choice.
- 5.3.3.5 **Integrity**  
  
Being honest and treating each other 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 consist of 4 Staff Members; 2 Management Representatives and a Union Representative.
- 6.2 All Committee Members will be supported and resourced in performing their role on the Agreement Review Committee.
- 6.3 The role of the Agreement Review Committee is to review the progress of the work groups in achieving the targets set and make recommendations to the Chief Executive Officer or his nominee in accordance with Clause 25, Salary Adjustments.
- 6.4 The Agreement Review Committee will meet every 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 have a detrimental impact on this and 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.:
- 7.3 As part of this program each employee, in conjunction with their 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 of the Council.
- 7.4 The parties agree that the emphasis of the employee development program will be to:
- provide positive feedback to employees regarding their work performance;
  - improve existing work procedures and provide an opportunity for employee input into the Council's operation;
  - discuss training and career development needs of the employee;
  - enhance current employee performance; and to
  - discuss and agree on outcomes and/or procedures to assist an employee improve in any area which is not achieving the minimum "satisfactory" standard according to evaluation by the relevant Manager.
- 7.5 Performance Indicators will be developed to assist in the review of the performance of teams and individuals. Key Performance Indicators may include but are not limited to the following:-
- customer service (both internal and external);
  - customer satisfaction (both internal and external);
  - wastage and rework;
  - cost of service delivery;
  - employee absenteeism;
  - workforce participation in productivity improvements;
  - skills, education and training;
  - equipment down time;
  - Occupational Health Safety & Welfare Management System;
  - Environmental Management System;
  - Equal Employment Opportunities;
  - contractor use, and/or;
  - rationalisation of plant costs.

Employees will be involved in the development of the key performance indicators.

## **8. 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 Business Excellence Framework (BEF).
- 8.2 The BEF describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability.
- 8.3 There is a shared commitment to the Business Excellence Principles, which are to:
- 8.3.1 lead by example, provide clear direction, build organisational alignment and focus on sustainable achievable goals;
  - 8.3.2 understand what markets and citizens value now and into the future and use this to drive organisational design, strategy, products and services;
  - 8.3.3 continuously improve the manner in which services are provided;
  - 8.3.4 develop and value people's capability and release their skills, resourcefulness and creativity to change and improve the organisation;
  - 8.3.5 develop agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning;
  - 8.3.6 improve performance through the use of data, information and knowledge to understand variability and to improve strategic and operational decision making;
  - 8.3.7 behave in an ethically, socially and environmentally responsible manner; and
  - 8.3.8 focus on sustainable results, values and outcomes.
- 8.4 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:
- 8.4.1 Staff feedback;
  - 8.4.2 Citizen feedback;
  - 8.4.3 Management feedback;
  - 8.4.4 Corporate Plans;
  - 8.4.5 Business Plans;
  - 8.4.6 Outcomes of Audits; and
  - 8.4.7 Regulatory requirements.

- 8.5 The parties commit themselves to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the customers, staff and Council in improving the quality of service.
- 8.6 Continuous improvement is a long term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.

## 9. DISPUTE RESOLUTION

- 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 Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except where grievance concerns a genuine risk to workplace health and safety.
- 9.4 Dispute Resolution 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 employer. 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 Council 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 the effects of the change. These discussions shall commence as early as practicable and prior to a definite decision being made by the employer.
- 10.3. Involved in the discussion will be the General Manager, the Manager, /Team Leaders and employees of the relevant work area, the Employee Representative and where necessary, the Manager, Organisational Development.



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**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 Disputes Resolution 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 as outlined in "Attachment C" of this Agreement.

#### **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 13.1 is overtime and shall be paid for at the rate of double-time. Such hours worked shall be at the discretion of or with the approval of the relevant Manager, or Team Leader.

13.4.2 As an alternative to payment of overtime an employee may elect to take time-off 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 the time-off, 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 Department Manager/Team Leaders/Coordinators to ensure that sufficient staff are available at all times to carry out duties without the need for 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 agree with staff the allocation of twenty six (26) Rostered Days Off during the year.

13.5.3 The General Manager, Urban Services, Manager, City Services or Team Leader can defer by mutual agreement the taking of an Rostered Days Off in a particular period if the employees 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 Days Off with the agreement of the Manager, City Services. A deferred Rostered Days Off must be taken at an alternative time mutually convenient to the employee and the Manager, City Services and within four (4) weeks of the original scheduled date for the Rostered Days 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 Employees shall use all available time at the end of the working day to prepare vehicles, plant, equipment and materials for the following days work - as far as practicable and taking into account personal clean up time.
- 13.6.2 The time may also be used in vehicle cleaning and maintenance as necessary.
- 13.6.3 Employees shall depart the Depot in the morning as soon as possible and practicable.

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

- 13.7.1 This Clause will only apply to the Pool Attendants at the 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 Swimming Centre 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 6.00am to 7.30pm. The ordinary hours are to be worked over seven days, excluding public holidays. The ordinary hours will 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 hours and double-time thereafter. An employee covered by this Clause will 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.



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**14. INCLEMENT WEATHER**

- 14.1 The parties agree to adhere to their respective obligations under the Inclement Weather Policy (refer to "Attachment C" in this Agreement) applicable at the date of signing this Agreement.
- 14.2 Any addition or alteration to "Attachment C" in this Agreement shall be agreed via a majority vote of all employees affected by Clause 13.3 of this Agreement.

## **15. DAILY MEAL BREAK**

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

- 15.1 After consultation with Work Groups, the Manager, City Services 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. Unless lunch times are varied by negotiation the standard 12.00 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 or Team Leader, work groups may return to the Depot for the lunch break.
- 15.3 Each work group dependent on the daily starting time and the job being undertaken may vary morning tea breaks.
- 15.4 Unless otherwise directed by the Council, 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, which means 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 relevant General Manager may direct the employee to take Annual Leave within a period of three (3) months to reduce his/her Annual Leave entitlement 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 relevant Manager/General Manager.
- 16.4 A notice period of fourteen (14) days notice is required prior to the taking of Annual Leave except for extenuating circumstances.

## 17. PERSONAL LEAVE

- 17.1 The parties recognise that excessive absenteeism is costly and disruptive to the Council 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 their supervisor or the appropriate Council location prior to the normal starting time.
- 17.7 Subject to 17.8, the Personal Leave prescribed shall be granted, and the employee shall be entitled to payment in respect of an absence provided that, if so required by the Council, the employee produces to the Council 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 concerned, if required by the Council.
- 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, he/she shall be granted at a time convenient to the Council, additional Leave equivalent to the period of incapacity is of at least three (3) working days duration.



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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 formed 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 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 other specified course requirements then, if the employee chooses this option, all time will be made up at time negotiated between the employee and their Manager.

### **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 hours per week of paid work time. There is no payment for course fees or books if this option is selected.

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 course. Employees requesting variations from the abovementioned conditions will be dealt with on a case-by-case basis.

- 18.4.3 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 \$11.00 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 \$11.00 allowance in this clause is not payable to swimming pool employees covered by this Agreement.

**20. OCCUPATIONAL HEALTH SAFETY AND WELFARE**

- 20.1 The parties recognise that all employees have an obligation to contribute to the creation of a safe work place.
- 20.2 All employees and the Council are bound to follow the requirements of the *Occupational Health Safety and Welfare Act, 1986 (SA)*, in particular Section 21, and the *Occupational Health Safety and Welfare Regulations*.



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**21. EMPLOYEE ASSISTANCE PROGRAM AND CORPORATE HEALTH**

- 21.1 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.



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**22. SICK AND ACCIDENT COVER**

22.1 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. Accrual for Long Service Leave shall continue during the period claimed.

## **23. SENIOR CAREER PROGRESSION**

- 23.1 It is recognised that to be consistent with the management concepts espoused in the Enterprise Agreement, there is a need to provide senior career progression opportunities for staff in Local Government Employees Award classifications.
- 23.2 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".
- 23.3 Due to the limited numbers of senior level positions and in the interest of equity, appointment to a senior level position will be based on employee application and interview with the selection made on merit.
- 23.4 The criteria for appointment is:
- 23.4.1 Relevant formal training and further education undertaken by the employee in the areas of supervision, Occupational Health and Safety and Welfare and communication. TAFE or other tertiary qualifications in these fields will be highly regarded.
  - 23.4.2 Significant experience in the work area relevant to the position.
  - 23.4.3 Previous sound work history and proven, measurable work input with the Council, including compliance with Occupational Health and Safety and Welfare requirements.
  - 23.4.4 Acceptance of the senior level classification criteria.
- 23.5 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.

## **24. SALARY SACRIFICE OF SUPERANNUATION**

- 24.1 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 Local Super SA-NT on behalf of the employee.
- 24.2 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.
- 24.3 An employee can elect to vary the amount of salary sacrifice to the Local Super SA-NT at any time during the life of this Agreement, consistent with the rules of the fund.
- 24.4 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.

## **25. SALARY ADJUSTMENTS**

25.1 The following salary increases will apply throughout the life of this Agreement:

- 25.1.1 A 4% increase on current salary rates effective from the first full pay period commencing on or after 1 November 2011, in recognition of all parties commitment to achieving the operational savings and continuous improvements as outlined in "Attachment D".
- 25.1.2 A further 4% increase effective from the first full pay period commencing on or after 1 November 2012 in recognition of all parties actively participating in the continuous improvement process as outlined in "Attachment D".
- 25.1.3 A further 4%, effective from the first full pay period commencing on or after 1 November 2013 in recognition of all parties actively participating in the continuous improvement process as outlined in "Attachment D".

25.2 The salary rates are set out in "Attachment B" to this Agreement.



**26. FURTHER SALARY ADJUSTMENTS**

- 26.1 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.
- 26.2 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.



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**27. 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.

## 28. 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.

### “Council”

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

### “Work Gangs/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 of the Council against the market at set intervals 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 for Council's customers, employees will be given the opportunity to match the service. If this is not possible Council may put the service out to tender.

### “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.

### “Parties”

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



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**29. 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**        /        / 2011

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

.....  
**Wayne Hanson**  
Branch Secretary

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

**Dated**        /        / 2011

## **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 preparing appropriate 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.



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**ATTACHMENT B - SCHEDULE OF RATES**

WEEKLY RATE EXCLUDES \$11.00 ALLOWANCE

CLASSN.	DESCRIPTION	CURRENT RATE 01.11.2010	4% INCREASE 01.11.2011	4% INCREASE 01.11.2012	4% INCREASE 01.11.2013
ME1.001	Municipal Employee, Grade 1, Year 1	\$759.39	\$789.77	\$821.36	\$854.21
ME1.002	Municipal Employee, Grade 1, Year 2	\$768.91	\$799.67	\$831.65	\$864.92
ME1.003	Municipal Employee, Grade 1, Year 3	\$778.20	\$809.33	\$841.70	\$875.37
ME2.001	Municipal Employee, Grade 2, Year 1	\$789.20	\$820.77	\$853.60	\$887.74
ME2.002	Municipal Employee, Grade 2, Year 2	\$798.84	\$830.79	\$864.03	\$898.59
ME2.003	Municipal Employee, Grade 2, Year 3	\$808.35	\$840.68	\$874.31	\$909.28
ME3.001	Municipal Employee, Grade 3, Year 1	\$820.28	\$853.09	\$887.21	\$922.70
ME3.002	Municipal Employee, Grade 3, Year 2	\$829.57	\$862.75	\$897.26	\$933.15
ME3.003	Municipal Employee, Grade 3, Year 3	\$839.08	\$872.64	\$907.55	\$943.85
ME4.001	Municipal Employee, Grade 4, Year 1	\$859.38	\$893.76	\$929.51	\$966.69
ME4.002	Municipal Employee, Grade 4, Year 2	\$869.70	\$904.49	\$940.67	\$978.29
ME4.003	Municipal Employee, Grade 4, Year 3	\$880.24	\$915.45	\$952.07	\$990.15
ME5.001	Municipal Employee, Grade 5, Year 1	\$887.12	\$992.60	\$969.51	\$997.89
ME5.002	Municipal Employee, Grade 5, Year 2	\$897.67	\$933.58	\$970.92	\$1,009.76
ME5.003	Municipal Employee, Grade 5, Year 3	\$908.11	\$944.43	\$982.21	\$1,021.50
ME6.001	Municipal Employee, Grade 6, Year 1	\$911.09	\$947.53	\$985.43	\$1,024.85
ME6.002	Municipal Employee, Grade 6, Year 2	\$921.29	\$958.14	\$996.47	\$1,036.33
ME6.003	Municipal Employee, Grade 6, Year 3	\$931.61	\$968.87	\$1,007.63	\$1,047.93
ME7.001	Municipal Employee, Grade 7, Year 1	\$934.82	\$972.21	\$1,011.10	\$1,051.55
ME7.002	Municipal Employee, Grade 7, Year 2	\$945.03	\$982.83	\$1,022.14	\$1,063.03
ME7.003	Municipal Employee, Grade 7, Year 3	\$955.35	\$993.56	\$1,033.31	\$1,074.64
ME8.001	Municipal Employee, Grade 8, Year 1	\$956.26	\$994.51	\$1,034.29	\$1,075.66
ME8.002	Municipal Employee, Grade 8, Year 2	\$966.58	\$1,005.24	\$1,045.45	\$1,087.27
ME8.003	Municipal Employee, Grade 8, Year 3	\$977.36	\$1,016.45	\$1,057.11	\$1,099.40
ME9.001	Municipal Employee, Grade 9, Year 1	\$982.18	\$1,021.47	\$1,062.33	\$1,104.82



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CLASSN.	DESCRIPTION	CURRENT RATE 01.11.2010	4% INCREASE 01.11.2011	4% INCREASE 01.11.2012	4% INCREASE 01.11.2013
ME9.002	Municipal Employee, Grade 9, Year 2	\$992.39	\$1,032.09	\$1,073.37	\$1,116.30
ME9.003	Municipal Employee, Grade 9, Year 3	\$1,002.98	\$1,043.10	\$1,084.82	\$1,128.22
ME10.00 1	Municipal Employee, Grade 10, Year 1	\$1,006.32	\$1,046.57	\$1,088.44	\$1,131.97
ME10.00 2	Municipal Employee, Grade 10, Year 2	\$1,016.50	\$1,057.16	\$1,099.45	\$1,143.42
ME10.00 3	Municipal Employee, Grade 10, Year 3	\$1,027.12	\$1,068.20	\$1,110.93	\$1,155.37

**WEEKLY RATE EXCLUDES \$11.00 ALLOWANCE**

## ATTACHMENT C - INCLEMENT WEATHER

The following specifies the agreed operational requirements in place to facilitate the Inclement Weather Policy and shall be read in conjunction with the Council Policy and Procedures relating to inclement weather.

Each outdoor employee is required to accumulate and bank the equivalent of seventeen (17) hours (two (2) days) of work time during the period from 1<sup>st</sup> August to 31<sup>st</sup> October each year.

New employees shall make such accumulate the required seventeen (17) hours within twelve (12) weeks if the commencement of work at the Council occurs between 1<sup>st</sup> August and 31<sup>st</sup> March of any year.

Such accumulation 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.

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:

1. direct staff to cease work for the remainder of that day, provided that such cessation occurs at or after 11am, or
2. 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.

The Manager, City Services, will need to consider 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).

Where a direction to cease work, or not to report for work, is made under this Agreement, 50% of the time lost will be deducted from the affected employee's "Hours Bank".

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, has not affect in cancelling that Leave or Rostered Day Off.

If staff commence work at 6.00am under the provisions of the Inclement Weather Policy, and the temperature reaches such a level that they are able to cease work at 1.00pm under that Policy, then 50% of the remaining hours worked in one (1) day shall be deducted from the "Hours Bank".

The following conditions relating to "down time" during inclement weather shall be read in conjunction with the Council policy and procedures relating to inclement weather.

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.

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 16.88 hours (two (2) days). Similarly, with agreement from the General Manager, Urban Services (or delegate) an employee may be permitted to access credits of TOIL for these purposes.

Accumulated TOIL is a separate accumulation of time than "Hours Banked".



Notwithstanding the provisions mentioned, the Manager, City Services (or delegate) shall, where practicable, attempt to provide alternative work which could be available at the Depot, or any other Council location. 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.

### **Inclement Weather Policy**

The Council is responsible for a diverse range of functions requiring employees to work under a variety of conditions. Therefore, the approach to working in the heat must be based on common sense and an understanding of their working conditions in order to comply with our commitment to an effective Occupational Health and Safety Programme.

Managers and the Manager, City Services, have a key role in the administration of this Programme and this Policy Statement is aimed at providing a guideline on how to approach the issue of working in the heat yet still maintaining appropriate levels of service to the community.

Heat stress on an individual can be attributed to a variety of factors including:

- Air Temperature
- Relative humidity
- Air movement
- Radiant temperature of the environment
- Physical Activity
- A person's capacity to cope with heat

Because of the above factors, the application of procedures to cope with the heat based on strict temperature limits (however obtained), are impossible to apply.

When an employee is required to work outdoors in the hot weather, the Council will provide:

- Light weight hats
- Sun protection cream (Sun Block)
- Access to cool drinking water

To assist Managers and the Manager, City Services, to identify the symptoms of heat stress, it will be required to attend a seminar on this issue.

In addition, Managers and the Manager, City Services have the authority to apply the following options with some discretion depending on the immediate working conditions:

- Allowing employees to work at a slower rate
- Allow regular rest periods
- Find alternative light work in the shade
- Where practicable, provide shade for employees carrying out their regular duties

- Where practicable, re-schedule works so that heavy tasks are not performed when hot conditions are likely to have a severe effect on employees. These are:
  - Bitumen work
  - Concrete work - pouring, finishing & formwork
  - Prolonged work in the sun
  - Removal of large trees

These heavy tasks are not to be performed when the temperature reaches 35 degrees celsius as determined on the hour by the South Australian Bureau of Meteorology in Adelaide.

If employees are requested to place form boards and pins, this is not to be considered as a heavy task. However if the placing of a formwork is associated with digging activities, such as hand digging etc., then this will be defined as heavy task and this operation will not be undertaken.

If any employee believes that he or she is suffering heat stress, then this must be reported to the Manager, City Services, who may then arrange for the condition to be treated immediately.

Any requested for hot weather provisions to be applied by any staff member, shall be responded to within a reasonable period of time of not more than approximately fifteen (15) minutes by the Manager, City Services.

To ensure that field staff are not subject to extremes of climatic conditions that are likely to be hazardous to their health, the Manager, City Services, in consultation with Team Leaders is authorised to cease activities for field staff in one or more areas so as to avoid exposure to hot weather, without loss of pay for those subject to the following conditions:

The determination of "hot weather" shall be at the recommendation of the Manager, City Services, in consultation with the General Manager, Urban Services.

Staff commencing work at 6.00am on a working day will cease work when the temperature reaches 37 degrees centigrade as measured by the South Australian Bureau of Meteorology in Adelaide, but not before 1.00pm on that day, and that lunch breaks should be taken before 1.00pm on site, and not at the Depot. Employees who abide by this clause will be paid for the normal working day.

"Hot weather" shall mean the existence of abnormal climatic conditions by virtue of which it is either not reasonable or not safe for staff exposed thereto to continue working whilst the conditions prevail.

"Hot weather" shall include conditions when a temperature on any day reaches 38 degrees centigrade, as measured by the South Australian Bureau of Meteorology in Adelaide.

Field staff may return to the Depot when such temperature is reached. Team Leaders, upon consulting and confirmed the temperature having reached that temperature, should also advise field staff under their direction to return to the Depot.

On return to the Depot, Management may use the time for safety talks, (short duration), or may, at their discretion, elect to stand the staff down for the remainder of the shift, with full pay. (Refer to the Hours Bank Clause of the Enterprise Agreement).

The decision to "stand down" staff with pay, will only be made by the General Manager, Urban Services or his nominee.

The temperature at which work will cease will be 38 degrees centigrade and is determined on the hour by the South Australian Bureau of Meteorology in Adelaide, whereby Team Leaders of both Parks and Gardens and Construction and Maintenance teams are requested to contact the Manager, City Services at the Depot via the two-way radio system to have the accurate temperature determined.

If appropriate, courses are available for “working in hot conditions”, then appropriate staff be selected to attend.

When the temperature reaches 35 degrees centigrade, as determined by the South Australian Bureau of Meteorology in Adelaide, field staff employed in non-air conditioned environments will be permitted to cease work for ten (10) minutes at the commencement of each hour or as near as practicable to the beginning of the hour. These breaks will continue until the temperature falls below 35 degrees centigrade.

No staff shall cease work, (i.e. go home) unless directed to by the Manager, City Services (or delegate).

All emergency/essential work as determined by the Manager, City Services, shall be completed prior to the cessation of work.

The services listed are considered to be emergency/essential pre-planned services. The list however, is not conclusive and work should be pre-planned and scheduled around the predicted forecast were practical:-

- Cemetery operations - burials
- Emergency service operations, i.e. with C.F.S., Police, S.E.S. etc.
- Turf wicket care.
- Transfer stations.
- Garbage collection.
- Swimming pools.
- Irrigation systems - emergency work only, i.e. watering on parks ad reserves to that they do not die.
- Damaged footpaths or roads causing a danger to public.

When inclement weather provisions apply, and the employees are returned to the Depot, the Manager, City Services, in consultation with the AWU Representative, will then appoint suitable persons to remain at the Depot on stand-by until normal close down time. This will occur when it is decided to stand down the field staff during inclement weather with pay.

## **ATTACHMENT D – EFFICIENCY BENEFITS**

### **1. Operational Savings**

The parties are committed to achieving the following operational savings, in accordance with Sub Clause 25.1.1.

The parties employed under this Agreement will identify an operational efficiency associated with activities of the City Services unit within the Urban Services department.

The identified operational efficiency will provide to the Council an initial efficiency benefit of no less than \$20,000.00, which is to be realised by 30 June 2012.

### **2. Continuous Improvement**

The parties to this Agreement are committed to continuous improvement as an on-going process, which seeks to ensure that all parts of the organisation operate at a level of efficiency which, taking into consideration all relevant factors compares favourably with external providers of similar services.

Therefore, throughout the term of this Agreement, the parties agree to undertake a review of the processes and practices associated with the delivery of the services provided by the City Services unit within the Urban Services department.

The purpose of the review will be to identify and implement operational efficiencies associated with activities carried out by the City Services employees that will ultimately realise an efficiency benefit to the Council.

The scope of this review will extend to all facets of service delivery including, but not limited to plant, equipment, work practices, development, corporate memory, work health and safety, skills assessment, culture, measurement and work crew structure.

In order for this review to be successful, and a culture of continuous improvement, ownership and pride adopted by the City Services unit, the City Services employees will commit to embracing the review process and implement the agreed outcomes of the operational reviews.

The Business Excellence Framework and associated tools, including Self Assessments, Deployment Flowcharts, Process Improvement, will be utilised as the primary method of reviewing the operational activities and functions currently undertaken by the employees within the City Services unit.

Where the Council, through the review process, has determined that actions are required to bring about operational efficiencies, they may include changes to work practices and service delivery. Employees will be provided with the necessary training to facilitate these changes.