



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

CITY OF NORWOOD PAYNEHAM & ST PETERS LOCAL GOVERNMENT EMPLOYEES ENTERPRISE AGREEMENT NO. 7, 2017-2020

File No. 5813 of 2017

**This Agreement shall come into force on and
from 6 February 2018 and have a life extending
to 1 November 2020.**

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



DATED 06 FEBRUARY 2018.

COMMISSIONER AIKENS

Local Government Employees Enterprise Agreement No. 7, 2017 - 2020

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**City of
Norwood
Payneham
& St Peters**

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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. 7, 2017 - 2020.

1. PARTIES BOUND

This Agreement shall be binding upon:

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

2. PERIOD OF OPERATION

- 2.1** This Agreement shall operate from the date of approval by the Commission and remain in force until 1 November 2020.
- 2.2** Negotiations for a new Agreement shall commence six (6) months prior to the nominal expiry date of this Agreement.

3. SUPERSESSION OF AGREEMENTS

- 3.1. This Agreement supersedes the Corporation of the City of Norwood Payneham & St Peters Variation Agreement (No.6 of 2014 - 2017).

4. RELATIONSHIP TO PARENT AWARD

- 4.1 This Agreement shall be read in conjunction with the Local Government Employees Award and to the extent of any inconsistency occurring, this Agreement will prevail to the extent of any inconsistency.

5. AIMS OF THIS AGREEMENT

- 5.1 This Agreement builds upon previous agreements and reinforces the shared commitment of the Council and its staff members to demonstrate "best value" services for its customers through continuous improvement principles and practices. It is recognised that the Council must be able to respond quickly and creatively to the community's needs.
- 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 Australian Business Excellence Framework (ABEF), or equivalent, across Council's Business Units and Operations. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable productivity improvements.
- 5.3 The specific objectives of this Agreement are to:
- 5.3.1 facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices which facilitate flexibility and enhanced delivery of services;
 - 5.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the Council and the achievement of sustainable productivity;
 - 5.3.3 continued commitment to business planning, development of key performance indicators and implementation of continuous improvement initiatives;
 - 5.3.4 encourage a strong focus on satisfying internal and external customer requirements; and
 - 5.3.5 promote the development of an organisational culture which values flexibility, co-operation, trust and motivation.

The above objectives underpin a commitment to providing gains for the community, the Council and its staff.

- 5.3.6 Our major focus will be to demonstrate to our community that the Council provides "best value" for money and that we are achieving the best possible outcomes for them. All staff will work towards this goal through their continuous improvement strategies. Departments are required, through the leadership of the General Manager, to ensure suitable practices, documents and records, which demonstrate this commitment are developed, maintained, actioned and reported to the Executive Leadership Team. This is to ensure all parties are aware of; and deliver on set expectations; and they are accountable, as both Departments and individuals, to the delivery of actions that supports best value, continuous improvement and high quality outcomes for the community. This may include, but is not exhaustive to:

- ABEF reviews;
- The project management framework and documents;
- Business planning;
- The EMPOWER process and individual action plans;
- The Organisational Strategy;

- Annual reporting; and
- Budget reporting.

5.4 Our Values

5.4.7 At the City of Norwood Payneham & St Peters, all staff members are committed to improving the quality of services which are provided to the community. In order to achieve this, we have adopted a set of Organisational Values.

5.4.8 The Organisational Values are integral to this Agreement and assist in guiding staff behavior 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.

5.4.9 We Value

5.4.9.1 Our People

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

5.4.9.2 Working Together

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

5.4.9.3 Leadership

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

5.4.9.4 Excellence

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

5.4.9.5 Integrity

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

5.4.9.6 Service

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

Who We Are...



Our Values Behaviour Statements

Our People

We are passionate, committed, empowered and accountable and we recognize the contribution of others.

Working Together

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

Leadership

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

Excellence

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

Integrity

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

Service

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

Individual Behaviour

Our People

- I take responsibility for my own actions.
- I commit to being approachable, positive and contributing 100%.
- I am thoughtful, respectful and interested in others.

Working Together

- I offer praise and encouragement to my peers.
- I pull my own weight and willingly contribute to share the load.
- I commit to listening and being open to new ideas.

Leadership

- I am a role model and I demonstrate this in my daily behaviour.
- I make time for all others.
- I provide and am receptive to constructive feedback.

Excellence

- I take pride and ownership in my work.
- I aim to be the best I can be.
- I am willing to go above and beyond.

Integrity

- I am open, honest and reliable.
- I am respectful of others opinions.
- I am efficient, effective and outcome focused.

Service

- I understand and uphold the 'big picture' service of our organisation.
- I am empathetic and adaptable to customer needs.
- I am willing to assist wherever possible.

Organisational Behaviour

Our People

- We engage with and have confidence in the ability of Our People.
- We appreciate differing work/life balance requirements.
- We encourage Our People to seek career relevant opportunities for personal and professional development.

Working Together

- We are aware and respectful of individual skills, needs and abilities.
- We are committed to removing barriers and silos.
- Communication is a key element of effectively working together.

Leadership

- We offer support and encouragement.
- We are consistent in our leadership and sustainable decision-making.
- Our expectations are reasonable and we provide clear direction.

Excellence

- We recognise and celebrate high achievement and innovation.
- We are committed to the Australian Business Excellence Framework (ABEF).
- We seek and foster the best in Our People.

Integrity

- We offer a safe and supportive working environment.
- We are open, honest and transparent in all our business endeavours.
- We are the role model for our community.

Service

- We have the right people in the right jobs.
- We engage with our community to understand their needs.
- We are committed to best quality customer service.

6. AGREEMENT REVIEW COMMITTEE (ARC)

6.1 The Council and staff are committed to an ongoing consultative framework which will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be an Agreement Review Committee (ARC).

6.2 The ARC shall consist of:

- a management representative who will act as the Presiding Member;
- up to two (2) other management representatives as determined by the Chief Executive Officer;
- up to four (4) staff representatives who are covered by this Agreement, who will be elected by the staff; and
- a Union representative may be invited to attend the meeting by any member of the Committee.

All Committee Members will be supported and resourced in performing their role on the Agreement Review Committee.

6.3 The ARC will meet at least four (4) times per year or more frequently, as determined by the Presiding Member. Members of the ARC will be given reasonable opportunity to confer with staff to facilitate consultation during any decision making process.

6.4 A quorum for an ARC meeting shall consist of:

- a management representative who will act as the Presiding Member;
- up to one (1) other management representative, as determined by the Chief Executive Officer; and
- a minimum of two (2) staff representatives, who are covered by this Agreement.

In the event that a quorum is not met, the meeting will be cancelled.

6.5 Administrative support will be provided for each ARC meeting.

6.6 The role of the ARC shall be to review and monitor the operation and implementation of this Agreement.

6.7 From the approval date of this Agreement, the ARC may operate as a joint forum with the Joint Consultative Committee, for all staff and their respective industrial instruments, when agreed to do so. To determine when joint operation between the two committees is agreed, a request will be placed to both the ARC and JCC by the management representatives and agreement by the majority of staff representatives will be required.

7. EMPLOYEE DEVELOPMENT PROGRAM

- 7.1 Improvements in productivity and efficiency ultimately rely on the work performance of individual staff members. Unless all staff members work to their maximum potential, improvements in productivity will be limited and therefore 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 staff member which are aligned with organisational objectives as set out by the Chief Executive Officer.
- 7.3 As part of this program each staff member, 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 staff 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 staff members regarding work performance;
 - improve existing work procedures and practices and provide an opportunity for the staff's input into the Council's operation;
 - discuss training and career development needs of the member of staff;
 - enhance staff performance; and
 - discuss and agree on outcomes and/or procedures to assist a staff member improve in any area which is not achieving the minimum "satisfactory" standard as required by the Council.
- 7.5 Performance Indicators will be developed to assist in the review of the performance of work teams and individual members of staff. Key Performance Indicators may include but are not limited to the following:
- provision of service to citizens (both internal and external);
 - satisfaction rates (both internal and external);
 - wastage and rework;
 - cost of service delivery;
 - staff absenteeism;
 - workforce participation in productivity improvements;
 - skills, education and training;
 - equipment and staff down time;
 - Work Health & Safety Management System;
 - Environmental Management System;
 - Equal Employment Opportunities;
 - use of contractors, and/or;
 - rationalisation of plant.

Members of staff 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) across the Council's Business Units and Operations.
- 8.2 The ABEF 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 ABEF principles and categories, which means the parties therefore commit to a work culture of analysis, innovation and improvement:
 - 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:
 - 8.4.4 Feedback from staff;
 - 8.4.5 Feedback from citizen and the community;
 - 8.4.6 Feedback from management;
 - 8.4.7 Strategic plans
 - 8.4.8 Corporate Plans;
 - 8.4.9 Business Plans;
 - 8.4.10 Outcomes of Audits; and
 - 8.4.11 Regulatory requirements.

- 8.5 The parties are committed to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and introducing any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the community, staff and the Council in improving the quality of service which is provided to the community.
- 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 disputes arising from the Agreement..
- 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, 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 work health and safety.
- 9.4 Dispute Resolution Procedure

Stage One

The staff member will contact the relevant supervisor in an attempt to discuss and settle the issue. Where appropriate, the supervisor will contact the staff member(s).

Stage Two

If the issue is not settled at Stage One, the staff member(s) will meet with the Team Leader, in an effort to discuss and resolve the grievance.

Stage Three

If the matter is not settled at Stage Two, the staff member(s) will meet with the relevant General Manager and the Chief Executive Officer, in an effort to discuss and resolve the grievance.

Stage Four

If the matter is not settled at Stage Three, either the staff member(s) or the Council, may seek resolution through the South Australian Employment Tribunal for conciliation and/or arbitration.

- 9.5 Where practical, the process contained in Stages One, Two and Three should be completed within seven (7) days of the issue being raised at Stage One to ensure its expedient resolution.
- 9.6 At any stage in the procedure, either party may involve a representative of their choice.
- 9.7 This procedure does not preclude ultimate access by either party to the Commission for conciliation or arbitration purposes or access by a staff member to their industrial representative for any reason.

9.8 Disputes Arising from the Interpretation of this Agreement

9.8.1 Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:

1. The ARC shall be notified of any dispute by the person(s) aggrieved, with a view to resolving the matter.
2. If the matter is not resolved by the ARC, then either party may refer the dispute to the Commission for conciliation. If conciliation fails to resolve the dispute, either party may refer the matter for arbitration.
3. The parties will accept the outcome of the arbitration.
4. Nothing in this Clause shall prevent the aggrieved party from raising matters directly with the Council's management.
5. At any stage in the above procedure, either party may involve a representative of their choice.

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 staff and the Council. For the purpose of this Agreement "significant change" is deemed to include:

- the modernisation and/or significant change to work operations and practices;
- implementation of new technology or procurement of significant plant or machinery;
- downsizing and redundant positions;
- changes to hours of work; and
- major changes to employment conditions.

10.2 Prior to the implementation of 'significant change', the Council will consult with affected staff member(s) and if nominated, their chosen representatives and ensure that all relevant information concerning the proposed change is communicated to them as an integral part of this process.

10.3 There will be honest disclosure of all information appropriate and relevant to the proposed changes.

10.4 Where the changes are likely to have an adverse impact on staff, the parties will discuss the related issues in an effort to mitigate the effects of the change.

10.5 The General Manager, Manager and staff of the relevant work area and where necessary, the Manager, Organisational Development will be involved in the discussions.

11. JOB SECURITY

11.1 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.

11.2 Where any change process results in a position no longer being required, then the member of staff who holds that position may choose to pursue redeployment pursuant to Clause 11.2.1 herein, or a voluntary redundancy package pursuant to Clause 11.2.2 herein.

11.2.1 Redeployment of Council Staff Members

11.2.1.1 It is the primary aim to redeploy members of staff into a position of equal classification and status as their pre-deployment position.

11.2.1.2 If the redeployed position is deemed to be at a lower level, there will be maintenance of remuneration for a twelve (12) month period until such time as the remuneration from the redeployed position becomes equal to the former, which ever falls first. At that time the remuneration will progress in line with the new classification.

11.2.1.3 Salary increments and increases applied during the life of this Agreement will be calculated using the redeployed classification level as the reference point.

11.2.1.4 Within a three (3) month period of commencing the redeployed position, the Council must keep open the right of the redeployed member of staff to consider redundancy arrangements, as outlined below, or for the Council and the member of staff to negotiate alternative redeployment.

11.2.1.5 The member of staff will, as a matter of priority, be provided with training to assist with the deployment into the new position.

11.2.1.6 For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant, the member of staff is entitled to a voluntary separation package under the terms detailed below.

11.2.2 Voluntary Redundancy Package

11.2.2.1 A staff member whose position has become redundant with the Council may choose a voluntary redundancy package consisting of the following:

- a. Equivalent of three (3) months (13 weeks) remuneration, and;
- b. A redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in local government (or approved allied agencies), and 25% of one (1) week's remuneration per completed month of the remainder, to a maximum payment of two (2) years remuneration, and;

- c. A payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the member of staff to find alternative employment. This amount may be incorporated into the staff member's redundancy pay following negotiation between the staff member and the Council.

11.2.2.2 All of the above payments will be made upon the staff member leaving the employ of the Council.

11.2.2.3 Except for those positions that are declared redundant within the parameters of this Agreement, other voluntary separation packages will be at the discretion of the Council following negotiation between the staff member and the Council.

12. PART-TIME AND CASUAL MEMBERS OF STAFF

- 12.1. A member of staff employed on less than full time hours, but a minimum of 20 hours per week, may be engaged as a permanent part-time member of staff, following negotiation with the employer and a part-time position being available. Where a part-time member of staff 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 member of staff shall be given a minimum of 24 hour's notice, unless by mutual agreement, where there is a requirement to work additional hours.
- 12.2. Where the part-time member of staff 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 member of staff 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 staff members 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. FIXED TERM CONTRACTS

The Council is committed to maximising permanent employment. Fixed term contracts will not be used where work performed is of an ongoing nature.

The Council may offer fixed term employment contracts on the following grounds:

- for a specific project of defined duration;
- for a position which is funded from an external body;
- for a position that requires a particular skill set, where the skill set is not a permanent requirement for the role (i.e. the development of a system or framework which, when completed, may require a different skill set to implement, evaluate and monitor the system or framework);
- for a Cadetship or Traineeship position within the organisation; or
- to replace a member of staff who is on extended leave greater than three (3) months.
- A fixed term contract offered by the Council will contain the following terms:
 - the term of the contract shall be for no less than three (3) months and no greater than five (5) years duration;
 - the incumbent may terminate the contract by giving the employer a minimum of four (4) weeks notice;
 - for contracts with a duration of two (2) years or greater, the Council shall give the incumbent three (3) months notice of its intention not to renew the contract and the grounds on which that decision was made.
 - If Management resolves to continue with the project or external body, then the incumbent shall have the same rights as permanent member of staff (internally) to apply for the position via the recruitment and selection process.
 - Any person offered a fixed term contract will be given the opportunity to seek advice from their industrial representative, on the terms of the contract.
 - All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

14. 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 member of staff 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.

14.1 Spread of Hours

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

14.2 Aggregate Hours

A staff member shall aggregate 1976 ordinary hours over 52 consecutive weeks taking into account all forms of approved Leave.

14.3 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).

14.4 Overtime

14.4.1 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.

14.4.2 As an alternative to payment of overtime, a member of staff may elect to take time-off in-lieu at the double time rate (e.g. one (1) hour worked entitles the staff member to take two (2) hours off duty), provided however, that where the staff member 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 member of staff.

14.5 Rostered Days Off

14.5.1 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.

14.5.2 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.

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

- 14.5.4 A member of staff 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 member of staff and the Manager, City Services and within four (4) weeks of the original scheduled date for the Rostered-Day-Off.

14.6 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:

- 14.6.1 Members of staff 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 members of staff depart the Depot the following day no later than 7.15 am.
- 14.6.2 All members of staff shall depart the Depot to travel to the designated work site no later than 7.15 am.

Any exemptions to 14.6.2 must be authorised by the Manager, City Services.

14.7 Hours of Work – Swimming Centre Staff (Non-Managerial)

- 14.7.1 This Clause will only apply to the Council's Swimming Centre Staff working at the Council's Swimming Centres who do not have a managerial role. No other part of Clause 13 will apply to these staff members.
- 14.7.2 Staff engaged to work at the Council's Swimming Centres in a non-managerial role may be engaged on a part-time or casual basis. Where engaged on a casual basis, staff will be paid a 25% loading, in addition to the hourly rate prescribed under this Agreement for the normal duties involved.
- 14.7.3 The ordinary span of hours is 6.00am to 7.30pm. 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.
- 14.7.4 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. A staff member covered by this Clause, must only work overtime when directed to do so by the relevant Manager.
- 14.7.5 Any member of staff who works on a public holiday will be paid for the time worked at double time and a half inclusive of the staff member's normal wage.
- 14.7.6 Staff will be entitled to a 30-minute unpaid meal break following five hours of continuous work.

15. INCLEMENT WEATHER

- 15.1 The parties agree to adhere to their respective obligations under the Inclement Weather Policy applicable at the date of signing this Agreement.
- 15.2 Any addition or alteration to the Inclement Weather Policy referred to in this Agreement, shall be agreed to via a majority vote of all members of staff affected by Clause 13.3 of this Agreement and in agreement with management.
- 15.3 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 1.00pm under that Policy, then 50% of the remaining hours worked in one (1) day shall be deducted from the 'Hours Bank'
- 15.4 The following Hours Bank provisions specifies 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 member of staff 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 staff members 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).
- 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 11.00am; 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 staff member'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 a member of staff has accrued Time-Off-In-Lieu (TOIL), the Manager, City Services (or delegate) may require the staff member 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 16.88 hours (two (2) days).
 - (iii) Similarly, with agreement from the Manager, City Services (or delegate) a member of staff 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 Banked".
 - (v) Notwithstanding the provisions set out above, the Manager, City Services (or delegate) shall, where practicable, attempt to provide alternative work which could be available at the Depot, or at any other location or facility. In this regard, it is agreed that members of staff may be required to undertake normal duties, but in accordance with the requirements of Clause 2.2 of the Award regarding multi-skilling.

16. DAILY MEAL BREAK

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

- 16.1 Following consultation with Work Groups, the Manager, City Services, Co-ordinators and Team Leaders and based upon the demands of their work activities, staff 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."
- 16.2 Dependent upon work scheduling and/or demands of work activities and in consultation with the Manager, City Services, staff may return to the Depot for the lunch break.
- 16.3 Each Work Group dependent on the daily starting time and the tasks being undertaken, may vary the 15 minute morning tea breaks.
- 16.4 Unless otherwise directed by the Chief Executive Officer, staff shall not return to the Depot for morning tea breaks, unless work scheduling or work activities make it necessary.

17. ACCUMULATION AND TAKING OF ANNUAL LEAVE

- 17.1 Upon written application from the member of staff and at the discretion of the General Manager, Urban Services, staff will be able to accumulate up to two (2) years Annual Leave entitlements, that is, a total of eight (8) weeks Annual Leave.
- 17.2 If a staff member 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, Urban Services (or delegate) may direct the staff member to take Annual Leave within a period of three (3) months to reduce his/her Annual Leave entitlements to below the eight (8) weeks.
- 17.3 The minimum Annual Leave that may be taken at any one time is five (5) days, unless by the mutual agreement of the staff member and the General Manager, Urban Services.
- 17.4 A notice period of fourteen (14) days' notice is required prior to the taking of Annual Leave except for extenuating circumstances.

18. PERSONAL LEAVE

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.

18.2 There will be no change in the current Sick Leave entitlement for staff, nor the accrual of untaken Sick Leave from year to year.

18.3 Personal Leave may be used in the following circumstances:

18.3.1 as Sick Leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or

18.3.2 as Carer's Leave, where the member of staff is required to provide care or support to an immediate family or household member who is ill or injured.

18.4 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.

18.5 During the first year of employment, a staff members' Personal Leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.

18.6 Staff 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.

18.7 Subject to 18.8, Personal Leave shall be granted and the staff member shall be entitled to payment in respect of an absence provided that, if so required by the Chief Executive Officer, the staff member produces a medical certificate from a registered health practitioner or other satisfactory evidence (i.e. a Statutory Declaration).

18.8 A staff member 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 staff member.

18.9 The use of a staff member's Personal Leave entitlement, whether for the purpose of Sick Leave or Carer's Leave, is at the discretion of the staff member.

18.10 Where a staff member 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.

18.10.1 Subject to Personal Leave credits, the period of certified incapacity shall be paid for and debited as Personal Leave.

19. PAID PARENTAL/ADOPTION LEAVE

Clause 7.4 of the Local Government Employees Award applies.

19.1 Support for members of staff on parental leave shall be provided by the Council. Such support shall include, but not be limited to:

- a) Continued information flow from the Council;
- b) Appropriate re-induction and skills training;
- c) Discussion and consideration of child care needs;
- d) Potential for part-time or job sharing arrangements.

19.2 A member of staff who takes a period of parental/adoption leave in accordance with the Local Government Employees Award shall be entitled to a period of paid parental leave, subject to clause 19.3.5 and 19.3.6, at the staff member's base rate of pay, calculated on the staff member's period of continuous service with the Council in accordance with the table below:

Number of years of continuous service at the date of the child's birth	Period of paid leave
2 and less than 3	6 weeks
3 and less than 4	8 weeks
4 and less than 5	10 weeks
5 or more	12 weeks

19.3 Any public or other statutory holiday which falls within any period of parental leave (paid or unpaid) shall be counted as a day of such leave.

19.4 The paid parental/adoption leave benefits outlined in this Clause will apply on a pro rata basis to those members of staff who work on a permanent part-time basis. Normal incremental advancement within salary classifications shall continue during periods of paid parental/adoption leave taken under this Clause.

19.4.1 A member of staff on a fixed term contract whose contract expires during a period of paid parental/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the staff member is re-employed and there is no break in service.

19.4.2 Absence on parental leave does not break a staff member's continuity of service. However, the staff member will not accrue personal or annual leave whilst on parental leave.

19.4.3 Periods of paid parental/adoption leave under this Clause are not in addition to the periods of unpaid parental/adoption leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the Paid Parental Leave Act 2010 (Cth) as amended from time to time), or any relevant industrial instrument, whether the member of staff claims for such entitlements or not.

For example, a member of staff who is eligible for 10 weeks of paid parental leave shall be entitled to 10 weeks paid parental leave and a further 42 weeks of unpaid parental leave. Therefore, the maximum number of weeks that may be taken as parental leave is 52 weeks.

19.4.4 This Clause will not apply in the case of a female member of staff whose pregnancy terminates earlier than 20 weeks prior to the expected date of delivery.

19.4.5 Any amount of paid parental/adoption leave to which a member of staff has a right to receive under this Clause will be reduced by the amount of any other entitlement to paid parental leave the member of staff is entitled to receive pursuant to state or federal legislation (including, but not limited to, the Paid Parental Leave Act 2010 (Cth) as amended from time to time), or any relevant industrial instrument whether the member of staff claims for such entitlements or not.

For example, a member of staff who is eligible for 10 weeks of paid parental leave in accordance with this clause, and who is also entitled to 18 weeks of paid parental leave at the national minimum wage in accordance with legislation, will be entitled to the monetary difference (if any) between the amount the member of staff is entitled to be paid under legislation, and the amount the member of staff is entitled to be paid pursuant to this clause. If the entitlement under legislation is more generous than the entitlement under this clause, Council will not be required to make any payment to the member of staff.

19.4.6 A member of staff who is entitled to paid parental/adoption leave in accordance with this clause will be required to provide to the Council a statutory declaration stating particulars of any entitlement the member of staff has to paid parental leave other than under this Clause.

19.4.7 Paid parental leave taken under this clause must be taken within twelve (12) months of the birth or adoption of the child and shall only be granted upon satisfactory evidence that the member of staff is fulfilling the role of the Primary Carer throughout the period of the paid leave.

19.4.8 Paid Parental leave will only be granted once in every twelve (12) month period.

20. LEAVE WITHOUT PAY

- 20.1 Staff who that have exhausted all of their leave entitlements may apply in writing to the Chief Executive Officer for Leave Without Pay, to be taken to cover personal illness, injury, pressing domestic or family reasons, or as a Carer's Leave. Applications for Leave Without Pay for the purposes of Carer's Leave are subject to the definitions provided in Clause 18.3.2, and the Local Government Employee Award.

Approval of Leave Without Pay is at the discretion of the Chief Executive Officer and consideration will be given to the individual circumstances and the leave history of the staff member.

The staff member may be required to provide written evidence, as requested by the Chief Executive Officer, to verify the reason for the Leave request. This evidence may include, but is not limited to, medical certification, specialist report or a Statutory Declaration.

21. UNION LEAVE TRAINING

21.1 Union Workplace Representatives shall be entitled to an aggregate maximum of five (5) days per annum accredited to Trade Union Training, subject to the following conditions:

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

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

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

21.1.4 Leave taken pursuant to this Clause shall be counted as continuous service for all purposes under this Agreement and for the purpose of long service leave entitlements.

22. STUDY ASSISTANCE / LEAVE

- 22.1 Approval and authorisation of Study Leave shall be linked to training plans established and agreed to within the Employee Development Program.
- 22.2 The parties agree that the Council has a role in supporting staff members undertaking study programs that have direct relevance to improving required work related skills and/or enhancing career development.
- 22.3 Where a staff member considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the member of staff 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.
- 22.4 Upon successful application for Study Leave, members of staff may select one of the following options:

Option One

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

Option Two

- 22.4.2 If the member of staff 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.
- 22.4.3 Upon undertaking a course of study, the member of staff 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. Staff members requesting variations from the abovementioned conditions, will be dealt with on a case-by-case basis.
- 22.4.4 Where a member of staff is undertaking study which includes contact time, both within and outside of the normal spread of hours per day, the member of staff may negotiate a combination of Options 1 and 2.

23. ALLOWANCES

23.1 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

23.2 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.

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

24. 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.

25. WORK HEALTH AND SAFETY

- 25.1 The parties recognise that all members of staff have an obligation to contribute to the creation and maintenance of a safe work place.

26. EMPLOYEE ASSISTANCE PROGRAM AND CORPORATE HEALTH

- 26.1 All staff members 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.

27. SICK AND ACCIDENT COVER

- 27.1 The Council will pay sick and accident insurance premiums and journey insurance, to provide coverage for all members of staff for non-work related injuries and sickness. Where a staff member 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, the staff member shall not accrue Annual Leave and Personal Leave during this period however, accrual for Long Service Leave shall continue during the period claimed.

28. SENIOR CAREER PROGRESSION

- 28.1 It is recognised that to be consistent with the management concepts espoused in this Agreement, there is a need to provide senior career progression opportunities for staff in Local Government Employees Award classifications.
- 28.2 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").
- 28.3 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.
- 28.4 The criteria for appointment is:
 - 28.4.1 Relevant formal training and further education undertaken by the member of staff in the areas of supervision, Work Health & Safety and communication. Certificate level or tertiary qualifications in these fields will be highly regarded.
 - 28.4.2 Significant experience in the work area relevant to the position.
 - 28.4.3 Previous sound work history and proven, measurable work input with the Council, including compliance with Work, Health and Safety requirements.
 - 28.4.4 Acceptance of the senior level classification criteria.
- 28.5 Staff members 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.

29. SUPERANNUATION AND SALARY SACRIFICE

- 29.1 The parties agree that the employer will continue to pay employer superannuation contributions in respect of each current member of staff into Statewide Super (being a complying superannuation fund).

Choice of fund will apply from the date of this Agreement to all members of staff 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 staff member 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 member of staff who is making Salarylink Contributions:

- (i) 3% of the staff member's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the staff member pursuant to the Trust Deed; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the staff member.
- a) For each other member of staff who is a member of Statewide Superannuation Fund:
- (i) contributions which the employer must pay to a superannuation fund in respect of the staff member in order to avoid becoming liable for a shortfall in respect of the staff member under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the member of staff.

29.2 Salary Sacrifice

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

Any contribution made by the Council on behalf of the member of staff 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 member of staff.

A staff member can elect to vary the amount of salary sacrifice paid to the Statewide Superannuation Fund or their choice of 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 staff member's gross salary before the salary sacrifice component is deducted, will be taken as the relevant gross salary figure.

30. SALARY ADJUSTMENTS

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

30.1.1 A 2.25% increase on current salary rates effective from the first full pay period commencing on or after 1 November 2017.

30.1.2 A further 2.25% increase effective from the first full pay period commencing on or after 1 November 2018.

30.1.3 A further 2.25%, effective from the first full pay period commencing on or after 1 November 2019.

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

32. FURTHER SALARY ADJUSTMENTS

- 32.1 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.
- 32.2 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, staff member's wages will be adjusted accordingly following negotiation between the Australian Workers Union and the Council.

33. WORKPLACE REPRESENTATION

- 33.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, the Council shall recognise such a person as being accredited by the Union for the following purposes:
- 33.1.1 Discussions with other Union members and members of staff of any matter pertaining to the work they perform or work related issues;
 - 33.1.2 Discussions with duly accredited full-time officers of the Union on matters referred to above;
 - 33.1.3 Receiving of instructions from the Union regarding performance of Union duties.

For the purpose of carrying out the functions under sub-clause 29.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to the discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Council and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of the Council, matters raised by members affecting their management of the Council and matters raised by members affecting their employment at the Council. To assist the Union Workplace Representative to successfully fulfil the role, the Council shall communicate relevant matters affecting the work site to the Union Workplace Representative and will provide reasonable facilities to enable the Union Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or secure place to keep Union information.

34. 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 members of staff.

If the Council becomes aware of an error that has resulted in the overpayment of a member of staff, the Council will write to the member of staff 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 staff member affected by the error. However, the Council may, at the absolute discretion of the Chief Executive Officer, allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected staff member.

If the staff member disputes the fact and/or quantum of overpayment, the staff member 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 staff member affected.

When a staff member 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 staff member's final pay.

35. 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 Program (EMPOWER) or equivalent process as selected by the Organisation, may identify the need to change a person's Person & Position Description to more accurately reflect their current duties. The member of staff shall be consulted prior to any changes being made. The member of staff 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 Management and staff members and it will be actively managed through the annual Performance and Development Review program (EMPOWER). This is designed to provide staff with an objective and fair assessment of work performance and behaviour against agreed criteria.

Enhancing performance and job satisfaction by improving workplace communication about work expectations, personal career goals, and performance as a contribution to corporate goals, and encouraging 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 performance feedback. In cases where poor performance is ongoing, the formal Disciplinary Process will be implemented.

36. 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.

37. 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. 7, 2017- 2020).

"General Manager"

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

"Council"

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

"Work Teams/Team Leaders"

Shall mean those members of staff 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, members of staff 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.

"Parties"

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

"Staff member"

Staff member refers to an employee of the Corporation of the City of Norwood Payneham & St Peters employed under the Award.

38. SIGNATORIES

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


Mario Barone
CHIEF EXECUTIVE OFFICER

Witness

Name: CASSANDRA DEAN

Title: EXECUTIVE ASSISTANT

Dated 20/11/2017

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


Peter Lamps
BRANCH SECRETARY

Witness

Name: Gary Henderson

Title: Branch Organiser

Dated 23/11/2017

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.

A member of staff 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 staff member must have demonstrated they are able to reorganise activities as required to cater for unforeseen circumstances and ensure that the performance of the staff member'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 staff and be able to ensure that all staff members 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 staff in their team and take the appropriate responsive action in accordance with the Council's disciplinary policy. The staff member 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 2017-2020			Current Rate NOV 2016			PROPOSED 2.25% increase 1st full pay after 1/11/2017			PROPOSED 2.25% increase 1st full pay after 1/11/2018			PROPOSED 2.25% increase 1st full pay after 1/11/2019		
CLASSIFICATION LEVEL AND STEP			Annual	Weekly	Hourly Rate	Annual	Weekly	Hourly Rate	Annual	Weekly	Hourly Rate	Annual	Weekly	Hourly Rate
Municipal Employee Grade 1	ME1.001	Year 1	\$48,185.18	\$926.64	\$24,385.213	\$49,269.35	\$947.49	\$24,933.880	\$50,377.91	\$968.81	\$25,494.892	\$51,511.41	\$990.60	\$26,088.527
	ME1.002	Year 2	\$48,789.32	\$938.26	\$24,690.952	\$49,887.08	\$959.37	\$25,246.498	\$51,009.64	\$980.95	\$25,814.545	\$52,157.25	\$1,003.02	\$26,395.372
	ME1.003	Year 3	\$49,378.80	\$949.59	\$24,989.269	\$50,489.82	\$970.96	\$25,551.528	\$51,625.84	\$992.80	\$26,126.437	\$52,787.42	\$1,016.14	\$26,714.282
Municipal Employee Grade 2	ME2.001	Year 1	\$50,076.68	\$983.01	\$25,342.397	\$51,203.30	\$984.68	\$25,912.801	\$52,355.37	\$1,006.83	\$26,496.634	\$53,533.37	\$1,029.49	\$27,091.786
	ME2.002	Year 2	\$50,688.61	\$974.78	\$25,652.133	\$51,829.11	\$998.71	\$26,229.308	\$52,995.28	\$1,019.14	\$26,819.465	\$54,187.66	\$1,042.07	\$27,422.903
	ME2.003	Year 3	\$51,291.63	\$986.38	\$25,957.301	\$52,445.69	\$1,008.57	\$26,541.340	\$53,625.72	\$1,031.26	\$27,138.520	\$54,832.30	\$1,054.47	\$27,749.137
Municipal Employee Grade 3	ME3.001	Year 1	\$52,048.64	\$1,000.94	\$26,340.403	\$53,219.73	\$1,023.46	\$26,933.062	\$54,417.17	\$1,046.48	\$27,539.056	\$55,641.56	\$1,070.03	\$28,188.686
	ME3.002	Year 2	\$52,638.11	\$1,012.27	\$26,638.720	\$53,822.47	\$1,035.05	\$27,238.091	\$55,033.47	\$1,058.34	\$27,850.948	\$56,271.73	\$1,082.15	\$28,477.695
	ME3.003	Year 3	\$53,241.69	\$1,023.88	\$26,944.174	\$54,439.63	\$1,046.92	\$27,550.418	\$56,664.52	\$1,070.47	\$28,170.302	\$57,918.97	\$1,094.56	\$28,804.134
Municipal Employee Grade 4	ME4.001	Year 1	\$54,530.07	\$1,048.66	\$27,596.190	\$55,757.00	\$1,072.26	\$28,217.104	\$57,011.53	\$1,096.39	\$28,851.989	\$58,294.29	\$1,121.04	\$29,501.159
	ME4.002	Year 2	\$55,184.42	\$1,061.24	\$27,927.336	\$56,426.07	\$1,085.12	\$28,556.701	\$57,695.65	\$1,109.53	\$29,198.204	\$59,693.80	\$1,134.60	\$29,855.164
	ME4.003	Year 3	\$55,853.43	\$1,074.10	\$28,265.904	\$57,110.13	\$1,098.27	\$28,901.887	\$58,395.11	\$1,122.98	\$29,552.180	\$59,709.00	\$1,148.26	\$30,217.104
Municipal Employee Grade 5	ME5.001	Year 1	\$56,290.03	\$1,082.50	\$28,488.859	\$57,556.56	\$1,106.86	\$29,127.813	\$58,851.58	\$1,131.76	\$29,783.189	\$60,175.74	\$1,157.23	\$30,453.311
	ME5.002	Year 2	\$56,959.61	\$1,095.38	\$28,825.713	\$58,241.20	\$1,120.02	\$29,474.292	\$59,551.63	\$1,145.22	\$30,137.463	\$60,891.54	\$1,170.99	\$30,815.556
	ME5.003	Year 3	\$57,621.85	\$1,108.11	\$29,160.856	\$58,918.34	\$1,133.05	\$29,816.975	\$60,244.01	\$1,168.54	\$30,487.857	\$61,599.50	\$1,184.61	\$31,173.834
Municipal Employee Grade 6	ME6.001	Year 1	\$57,810.82	\$1,111.75	\$29,256.489	\$59,111.56	\$1,136.76	\$29,914.760	\$60,441.58	\$1,162.34	\$30,587.842	\$61,801.51	\$1,188.49	\$31,276.068
	ME6.002	Year 2	\$58,458.40	\$1,124.20	\$29,584.209	\$59,773.71	\$1,149.49	\$30,249.854	\$61,118.62	\$1,175.36	\$30,930.478	\$62,493.79	\$1,201.80	\$31,626.411
	ME6.003	Year 3	\$59,112.74	\$1,136.76	\$29,915.356	\$60,442.78	\$1,162.36	\$30,588.451	\$61,802.74	\$1,188.51	\$31,276.691	\$63,193.30	\$1,215.26	\$31,980.417
Municipal Employee Grade 7	ME7.001	Year 1	\$59,316.94	\$1,140.71	\$30,018.696	\$60,851.57	\$1,166.38	\$30,694.117	\$62,016.23	\$1,192.62	\$31,384.734	\$63,411.60	\$1,219.45	\$32,090.891
	ME7.002	Year 2	\$59,964.52	\$1,153.16	\$30,346.417	\$61,313.72	\$1,179.11	\$31,029.211	\$62,693.28	\$1,205.64	\$31,727.368	\$64,103.88	\$1,232.77	\$32,441.234
	ME7.003	Year 3	\$60,619.43	\$1,165.76	\$30,677.648	\$61,983.37	\$1,191.99	\$31,368.100	\$63,377.99	\$1,218.81	\$32,073.882	\$64,804.00	\$1,246.23	\$32,795.545
Municipal Employee Grade 8	ME8.001	Year 1	\$60,876.97	\$1,166.86	\$30,706.966	\$62,042.20	\$1,193.12	\$31,397.873	\$63,438.15	\$1,219.96	\$32,104.325	\$64,865.51	\$1,247.41	\$32,826.673
	ME8.002	Year 2	\$61,331.87	\$1,179.46	\$31,036.398	\$62,711.84	\$1,206.00	\$31,738.762	\$64,122.86	\$1,233.13	\$32,450.839	\$65,565.62	\$1,260.88	\$33,180.983
	ME8.003	Year 3	\$62,016.12	\$1,192.62	\$31,384.674	\$63,411.48	\$1,219.45	\$32,090.830	\$64,838.24	\$1,246.89	\$32,812.873	\$66,297.10	\$1,274.94	\$33,651.163
Municipal Employee Grade 9	ME9.001	Year 1	\$62,321.85	\$1,198.50	\$31,539.400	\$63,724.10	\$1,226.46	\$32,249.036	\$65,157.89	\$1,253.04	\$32,974.639	\$66,623.94	\$1,281.23	\$33,716.589
	ME9.002	Year 2	\$62,969.43	\$1,210.95	\$31,867.120	\$64,386.24	\$1,238.20	\$32,584.131	\$65,834.93	\$1,266.06	\$33,317.273	\$67,316.22	\$1,294.54	\$34,068.912
	ME9.003	Year 3	\$63,641.83	\$1,223.88	\$32,207.402	\$65,073.77	\$1,251.42	\$32,932.068	\$66,537.93	\$1,279.58	\$33,673.040	\$68,035.03	\$1,308.37	\$34,430.683
Municipal Employee Grade 10	ME10.001	Year 1	\$63,853.36	\$1,227.95	\$32,314.453	\$65,280.08	\$1,255.69	\$33,041.528	\$66,759.09	\$1,283.83	\$33,784.983	\$68,261.17	\$1,312.71	\$34,545.124
	ME10.002	Year 2	\$64,499.24	\$1,240.37	\$32,641.317	\$65,950.48	\$1,268.28	\$33,375.747	\$67,434.36	\$1,296.81	\$34,126.701	\$68,951.64	\$1,325.99	\$34,894.552
	ME10.003	Year 3	\$65,173.33	\$1,253.33	\$32,982.455	\$66,639.73	\$1,281.53	\$33,724.560	\$68,139.13	\$1,310.37	\$34,483.363	\$69,672.26	\$1,339.85	\$35,259.239
Nov 2017 Proposed Hourly Rates for Swimming Pool Casuals Grade 4 Yr 1 + 25% loading														
Adult			\$35.271380											
17 year old (60%)			\$21.162828											
18 year old (70%)			\$24.689966											
19 year old (80%)			\$28.217104											
20 year old (90%)			\$31.744242											