

CITY OF PROSPECT AWU ENTERPRISE AGREEMENT NO.7, 2008

File No. 5772 of 2008

**This Agreement shall come into force on
and from 1 July 2008 and have a life
extending until 30 June 2011.**

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



DATED 25 SEPTEMBER 2008.

COMMISSION MEMBER



THE CITY OF
PROSPECT



AWU SEVENTH ENTERPRISE AGREEMENT

5 AUGUST 2008

CITY OF PROSPECT – AWU SEVENTH ENTERPRISE AGREEMENT

CLAUSE 1 : TITLE

- 1.1 The Agreement shall be referred to as the “City of Prospect AWU Enterprise Agreement No. 7, 2008”.

CLAUSE 2 : ARRANGEMENT

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CLAUSE 3 : TERM OF AGREEMENT

- 3.1 This Agreement shall operate from the 1 July 2008 only after its certification and remain in force until 30 June 2011. This Agreement shall be reviewed and renegotiated during the final three (3) months of its term and may continue thereafter upon negotiation and agreement reached between the parties.

CLAUSE 4 : RELATIONSHIP TO PARENT AWARD

- 4.1 This Agreement shall incorporate the terms and conditions of the Local Government Employees Award as operative at the date of certification. Should there be any inconsistency between this Agreement and the Local Government Employees Award, this Agreement will prevail to the extent of the inconsistency.
- 4.2 This Agreement replaces the City of Prospect AWU Enterprise Agreements numbers 1, 2, 3, 4, 5 and 6 and builds upon those productivity gains and pay increases previously factored into those Agreements.

CLAUSE 5 : DEFINITIONS

- 5.1 **Consultation** is a process which will have regard to employee's interests in the formulation of plans which have a direct impact on them. It provides employees the opportunity to have their points of view heard and taken into account..
- 5.2 **Council or Organisation** shall mean The City of Prospect.
- 5.3 **Chief Executive Officer shall mean the person appointed by the City of Prospect and accountable for the effective management of the City**
- 5.4 **Employee** shall mean any person employed by the City of Prospect that is covered by the Local Government Employees Award. Provided however, that any reference to the rights and benefits of employees under this agreement shall only apply to casual employees insofar as casuals are normally entitled to such rights and benefits under the award.
- 5.5 **Agreement** shall mean this Enterprise Agreement.
- 5.6 **Management** shall mean the Executive Management Team, led by the Chief Executive Officer, empowered to make day-to-day operational decisions of the Council.
- 5.7 **Union** shall mean the Australian Workers Union (AWU).

CLAUSE 6 : OBJECTIVES OF THE AGREEMENT

- 6.1 The parties agree that the elected members, managers and employees of the City of Prospect are committed to a process of continuous improvement with the goal of ensuring that all areas of the organisation operate at a high level of efficiency and cost effectiveness.
- 6.2 This commitment will be demonstrated by:
- 6.2.1 Focusing on quality customer service at every level in the organisation, recognising that employees are generally the principal point of contact with the customer.
 - 6.2.2 Concentrating on achieving assessable and measurable outcomes.
 - 6.2.3 Maximising efficiency and cost effectiveness by:
 - (a) Working co-operatively across departments to find creative solutions to work problems.
 - (b) Developing a flexible team based working environment.
 - (c) Improving communications throughout the organisation.
 - (d) Delegating authority to employees.
 - (e) Adopting cost efficient ways of doing work including planning, scheduling and reviewing works and striving at all times to increase productivity and efficiency through the best use of Council's available resources.
 - (f) Pursuing continuous improvement in work practices and productivity to ensure competitiveness with private enterprise organisations.
 - (g) Ensuring decisions and actions are based upon information,
 - (h) Valuing employees as individuals and ensuring that principles of equal opportunity are upheld at all times.

CLAUSE 7 : EMPLOYEE RELATIONS

- 7.1 The parties recognise that mutual respect, trust and understanding are absolutely vital to good employee relations.
- 7.2 Management recognises the need for employee involvement and commitment to achieve real and sustainable improvements in productivity.
- 7.3 Management is committed to ensuring that there is an opportunity for employees to be consulted before changes that are likely to have an impact on the workplace and their jobs occur.
- 7.4 After consulting with employees and taking into consideration any issues and concerns raised, Management will determine the most appropriate course of action to take to ensure the long term interests of the organisation and its employees.

CLAUSE 8 : CONSULTATIVE MECHANISMS

- 8.1 The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.
- 8.2 The Single Bargaining Unit shall consist of:
 - 8.2.1 Employer representatives from the management of the City of Prospect;
 - 8.2.2 Employee representatives elected by the employees bound by this agreement;
 - 8.2.3 The State Secretary of the AWU (or their nominee), who shall be a permanent member of the Committee.
- 8.3 The role of the Single Bargaining Unit shall be:
 - 8.3.1 To negotiate the terms and conditions of the Enterprise Agreement, to monitor its implementation and to attempt to reach decisions by consensus. All decisions will operate as recommendations to the Chief Executive Officer;
 - 8.3.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues;
 - 8.3.3 To provide a forum for information flow between the employer and employees.
 - 8.3.4 To act as a consultative forum regarding major change

CLAUSE 9 : CONTINUOUS IMPROVEMENT

- 9.1 The parties agree that the following principles are required to guide the continuous improvement process:
- 9.1.1 A focus on quality customer service at every level in the organisation.
 - 9.1.2 The development of cost effective performance indicators and measures of work outputs.
 - 9.1.3 Adoption of improved planning, scheduling and operational practices including the provision of data to inform future decision making,
 - 9.1.4 A strong commitment to consultation in finding solutions to work problems.
 - 9.1.5 An organisational structure and management style (culture, commitment) that enables changes to occur in a consultative manner.
 - 9.1.6 To use Project Teams to address areas of importance to the City, customers and employees.
 - 9.1.7 Adoption of a development and appraisal process
 - 9.1.8 Continuous improvement to work practices through job re-design and delegation of authority and responsibility.
 - 9.1.9 An equitable training plan to ensure that employees are equipped with competencies to face the challenges of workplace reform.
 - 9.1.10 The principles of equal opportunity being upheld at all times.
 - 9.1.11 When an employee leaves or retires, external competitive tendering will be considered as one option for the reassessment of work practices. However, issues of contestability or internal tendering for work will not be pursued unless there is a legislative requirement to do so.
 - 9.1.12 All works and services currently performed by the existing workforce may be market tested against providers of like works and services. Such providers may include but not be limited to the private sector. This process will identify the market tested price, timelines and service quality required to effectively deliver the work / service and meet the specification of the work / service.
 - 9.1.13 The criteria to be used when market testing will be provided to the SBU prior to the testing. The criteria to be used will be balanced and take into account quality, cost, timeliness, statutory obligations and customer service measures. The market testing process will involve consultation with the employees concerned and the relevant Coordinator.

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- 9.1.14 Provided the work / service undertaken by existing employees is able to exceed or at least match the market test benchmark results derived from balanced criteria, the work / service shall continue to be performed in house for a period of no less than 2 years.
- 9.1.15 Should the work / service currently being performed not meet the market test results then employees will be granted a further minimum period of six months to introduce efficiency gains and improved work practices to enable them to meet the market test results, timeliness and service quality required by the specification of works / service. Training and support will be provided The SBU will be consulted in the identification of necessary support and training.
- 9.1.16 At the conclusion of the minimum six month period, provided the work /service undertaken by the employees is able to exceed or match the market test results, then the work / service shall continue to be performed in house for a further two years.
- 9.1.17 In the event that the market test results are not met, the Chief Executive Officer may consider whether the work /service should be subject to competitive tender or remain in house. The Chief Executive Officer should take into consideration any relevant issues in this decision and consult with the employees involved.
- 9.1.18 Work that has been subjected to competitive tendering process and won by an external party will at the expiration of the contract period, or cancellation of the contract, continue to be subjected to market forces via competitive tender.

CLAUSE 10 : BEST VALUE

- 10.1 The parties agree that they will work towards becoming a Best Value Council by maximising the levels of productivity and customer relations in delivering the services provided by the Council.
- 10.2 The parties agree that they will work together to establish customer service standards acceptable to the Council and will work together to deliver services in accordance with these standards
- 10.3 The staff agree to support and improve the City Precincts Servicing Program so that servicing levels are maintained across the precinct areas for the life of this agreement and that appropriate records are kept to demonstrate the level of service(s) being provided.
- 10.4 The parties are committed to implementing change, including technological change, to improve work processes in becoming a Best Value Council. Employees will be encouraged to identify and initiate change and will be consulted in the decision making process where it affects them in the workplace.
- 10.5 The principles of Best Value include:
- 10.5.1 the best way of doing things;
 - 10.5.2 the achievement of exemplary levels of performance;

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- 10.5.3 the adaptation to new demands and constant changes;
 - 10.5.4 the measurement and examination of costs;
 - 10.5.5 the quality and timelines of delivery;
 - 10.5.6 the reduction of waste;
- 10.6 The parties acknowledge that, as a result of changing economic circumstances, changing technology and changing functions, there is a need to continuously examine and re-design jobs and to demonstrate continuous improvement.

CLAUSE 11 : TRAINING

- 11.1 It is recognised that participation in Training and Development programs will result in multi-skilled employees which in turn will give immediate benefits to Council in improved productivity as well as providing career options for the employees.
- 11.2 The principal focus of training during the term of the agreement will be on:
 - 11.2.1 technical competency and ensuring all staff have the required skills to deliver service to the community,
 - 11.2.2 team work and establishing and maintaining harmonious work relationships within and between teams
 - 11.2.3 competency development consistent with agreed industry standards
 - 11.2.4 the identification, development and maintenance of key strategic work performance indicators and measures
 - 11.2.5 equal employment opportunity
 - 11.2.6 occupational health safety and welfare
 - 11.2.7 improved computer or other technology competence where required.
- 11.3 In recognising that the Council's annual training budget is limited, training will be equitably distributed between all employees. To this end a training and development plan will be implemented for employees, based on their annual assessment.
- 11.4 In the event there is a disagreement between an employee and his/her Departmental Manager about the implementation of the employee's training plan, the employee has the right to be heard by the Chief Executive Officer.
- 11.5 Training in a team environment is an important component of Council's training program, to achieve this without disruption to service to the public, some training outside standard working hours is necessary.
- 11.6 Training sessions may be arranged to suit the operational demands and working arrangements of business units or individuals.
- 11.7 By mutual agreement employees may attend up to four (4) training sessions, of no more than four hours per individual session, that coincide with:
 - 11.7.1 Weekend days (not more than two single days in any financial year and no more than one day in any one weekend).
 - 11.7.2 Rostered days off (not more than twice in any financial year).
 - 11.7.3 Evenings, Monday to Thursday for a maximum of four hours finishing no later than 9.00pm (not more than twice in any financial year).

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- 11.8 Time engaged in training will be paid or may be taken as time in lieu of pay. Penalty rates shall apply where training occurs outside normal working hours.
- 11.9 Employees will be given not less than 7 days notice of proposed training sessions.
- 11.10 Management will arrange to provide meals or to pay meal allowance where training encompasses meal breaks.
- 11.11 Reasonable child care expenses incurred by those employees who would be unable to attend such training without child care arrangements will be reimbursed.

CLAUSE 12 : EMPLOYEE DEVELOPMENT PROGRAM

- 12.1 Improvements in productivity and efficiency rely in part on the work performance of individual employees within the Council. To assist employees in reaching their maximum potential, all employees will assess their own work performance in conjunction with their supervisor at least every twelve months, but preferably more frequently. Records of the key outcomes of this assessment will be reviewed by the Director and records will be kept in the employees confidential file.
- 12.2 The parties agree that:
- 12.2.1 The emphasis of the employee development program will be to:
- (a) provide positive feedback to employees regarding their work performance;
 - (b) improve existing work practices and provide an opportunity for employee input into the Council's operations;
 - (c) develop and discuss an individual training and career development plan for the employee.
 - (d) enhance employee performance.

CLAUSE 13 : TEAMS

- 13.1 This Agreement will continue to build on the previous Agreement in further developing the concept of teams.
- 13.2 This will be done by:
- 13.2.1 Further devolution of authority and responsibility to teams for routine operations.
- 13.2.2 Coordinators will manage rostered time and flexible hours within the team
- 13.2.3 Coordinators will be jointly responsible for daily employee allocation to teams.
- 13.3 Staff resources may be cross-allocated between operation teams to cater for seasonal or

special project requirements or to provide relief for other staff vacancies/absence.

CLAUSE 14 : CHANGE MANAGEMENT

14.1 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:

14.1.1 The modernisation and/or significant change to work practices.

14.1.2 The purchase of significant new equipment.

14.1.3 Changes brought about as a result of resource sharing.

14.1.4 Introduction of new technology.

14.1.5 Reduction in the workforce through voluntary redundancies and/or natural attrition

14.1.6 Any proposal to merge or federate with another Council or Councils.

14.2 Where changes that are likely to have an adverse impact on employees are under consideration, consultation with employees and the Union will be held using the following process:

14.2.1 Employees and the Branch Secretary of the Union will be notified about the basis for such contemplated change, the effect such change is likely to have on employees and measures which can be taken to eliminate or lessen any adverse effects on employees.

14.2.2 Further consultation may occur through:

(i) Team meetings.

(ii) On an individual basis with Supervisors or the Departmental Manager.

(iii) By management seeking written comments on proposed changes.

(iv) By discussions with elected representatives, the Union or through a consultative committee comprising equal representation from management and elected representatives.

CLAUSE 15 : GRIEVANCE/DISPUTE RESOLUTION

15.1 This procedure is aimed at the avoidance of industrial disputes; the resolution of disputes by consultation and co-operation and the avoidance of work limitations and disruptions.

15.2 The following procedure shall be followed when industrial issues are raised by employees or management:

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- 15.2.1 Employees should, in the first instance, seek to resolve any dispute with the relevant supervisor or Coordinator. If the employee wishes he or she may involve the workplace representative in attempting to resolve the dispute at this level;
 - 15.2.2 Conversely, a supervisor or Coordinator should seek to resolve any dispute directly with the employee(s) concerned;
 - 15.2.3 If the matter remains unresolved after forty-eight (48) hours, then assistance should be sought from the appropriate departmental manager and the appropriate workplace representative, who may involve a union official;
 - 15.2.4 If after a further five (5) days the matter remains unresolved, the Chief Executive Officer will liaise with the departmental manager and the union official as appropriate. The employee has right to representation at any stage of the process.
- 15.3 If the matter remains unresolved, either party may refer it to the Industrial Relations Commission of South Australia (IRCSA). Both parties shall endeavour to have the hearing as early as possible.
 - 15.4 While procedures 15.2 and 15.3 are being followed, work shall continue normally except in a bona fide situation where the physical safety of an employee is at risk.
 - 15.5 The ultimate terms of settlement of an industrial dispute shall not be affected in any way, nor shall the right of any person involved in or affected by the dispute be prejudiced, by the fact that normal work has continued without interruption.
 - 15.6 None of the above precludes an employee from contacting their workplace representative or union official at any time.

CLAUSE 16 : FLEXIBLE HOURS

- 16.1 It is acknowledged by both parties that productivity is enhanced by increasing the flexibility of working hours and expanding the available hours in which employees can work their standard day.
- 16.2 It is also recognised that in Local Government the duties and functions carried out by work groups and individual employees are extremely diverse and efficiency is impacted upon by a number of factors.
- 16.3 Changes to the hours of work must recognise these issues along with the impact of seasons, weather conditions, daylight saving and the type of activity being undertaken.
- 16.4 The following arrangement will therefore apply:
 - 16.4.1 Standard working hours will be 152 hours per four week month.
 - 16.4.2 The span of hours shall be between 5.00 am and 8.00 pm, Monday to Saturday. Normal starting time to be 7.00am.

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- 16.4.3 At the start of the normal working day, it is expected that employees will have left the depot or commenced work within 15 minutes of normal starting time where practicable,
- 16.4.4 Employees will work a nine day fortnight comprising 8.50 hour days Monday to Thursday and 8.25 hour days on Fridays. Rostered Days Off will be on every second Monday except by mutual agreement.
- 16.4.5 An additional two hours per day may be worked at normal time within the specified spread of hours. Such additional "normal" time will be taken as time off in lieu or may be paid at the normal time rate if approved by the departmental head.
- 16.4.6 Any arrangement made pursuant to this subclause must be by mutual agreement between the employees concerned and the departmental supervisor.
- 16.4.7 12 hours notice is the minimum requirement for an employee to be required at the earliest time of 5.00 am.
- 16.4.8 Time worked after the normal closing time of 4.00 pm (or 3.45 pm as the case may be) are to be by mutual agreement only, but the request can be made at any time.
- 16.4.9 Rostered days off are normally to be taken on a fortnightly basis on a Monday, however, they may be accrued by mutual agreement between the employees and the supervisor involved. These accumulated rostered days off may be taken in blocks by agreement between the employee and the supervisor at a mutually agreed time and may be added to annual leave time. A maximum of five working days may be accrued.
- 16.4.10 When conditions arise that result in changes to work because of inclement weather the departmental supervisor will either (a) provide other suitable work or (b) provide or arrange appropriate training. Where by mutual agreement between the supervisor and employee the employee knocks off work as a result of inclement weather the time will be debited against the TOIL accrual or made up within the confines of the flexible hours clause.
- 16.4.11 When employees work on Sundays or public holidays, time worked will attract normal award penalty rates.
- 16.4.12 Payment for any overtime worked in accordance with Clause 17.4.10 may be banked and taken as time in lieu.
or
The whole entitlement may be banked and taken as time in lieu.

CLAUSE 17 : SATURDAY WORK (ORDINARY HOURS)

- 17.1 The following penalties will apply to the employees who work as part of their ordinary hours Saturdays between the hours of 5.00 am and 4.00 pm.
- Saturday morning between 5.00 am to 12 noon, a 25% loading.

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- Saturday afternoon between 12 noon to 4.00 pm, a 50% loading.
- 17.2 Payment for time worked on Saturdays as part of ordinary hours of work will be paid as normal pay incorporating those penalties provided in Clause 18.1
- 17.3 Payment for time worked on Saturdays as overtime outside ordinary hours will be paid at normal award penalty rates.
- 17.4 Payment for overtime worked in accordance with Clause 18.3 may be banked and taken as time in lieu
Or
The whole entitlement may be banked and taken as time in lieu.
- 17.5 Time taken in lieu of overtime payments must be taken at a mutually agreed time between the employee and the supervisor.

CLAUSE 18 : CALL OUTS

- 18.1 It is recognised that emergency situations arise where it may be necessary to ‘call out’ an employee to undertake work in the interests of public safety or public relations. Whenever this occurs the following arrangements will apply:
- 18.1.1 Any call out on any day of the week where work is required between the hours of 5.00 am and 12 midnight will be paid at the flat rate of 3 hours standard hourly rate.
- 18.1.2 Any call out on any day of the week, where work is required between the hours of 12 midnight and 5,00 am will be paid at the flat rate of 4.5 hours standard hourly rate.
- 18.1.3 Where the call out exceeds three hours in duration, normal award penalty rates for the time worked above three hours will apply.
- 18.2 Over the term of this agreement, Consultation will occur with employees to ensure that future call out arrangements are fair and equitable while being responsive to community needs.

CLAUSE 19 : INCLEMENT WEATHER

- 19.1 It is recognised that the effect of inclement weather varies from workplace to workplace and affects the work routine of individuals in different ways.
- 19.2 The Council’s inclement weather policy jointly developed and agreed and varied from time to time contains the principles under which inclement weather conditions will be managed.

CLAUSE 20 : EMPLOYMENT SECURITY

- 20.1 There will be no forced redundancies for the life of the Agreement.

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- 20.2 In recognition of workplace or organisational changes occurring at the City of Prospect, including technological change, amalgamation or resource sharing, the following arrangements shall apply in respect of employment security:
- 20.2.1 Natural attrition, voluntary redundancies and redeployment will be the means of adjustment in those situations where organisational changes result in positions being no longer required.
- 20.2.2 Where positions are not substantially changed in duties and/or Award classifications, every effort will be made to appoint the incumbent employee unless they are clearly lacking the essential skills and could not reasonably be expected to acquire those skills through appropriate training within a reasonable time frame.
- 20.2.3 Training will be made available to assist in redeployment or appointment to a changed position.
- 20.2.4 Where Management considers that there has been substantial change to a position, it will formally advise the employee and the Union and provide a copy of the old and new job descriptions. Consultation will then occur on the basis for filling the position and agreement sought on an appropriate procedure.
- 20.2.5 An employee redeployed to an alternative job which is lower paid, will have their salary maintained but frozen for a period of twelve months. At the expiry of twelve months the following will occur:
- Any current wage of up to 2 levels per annum over the prescribed wage for the deployed position will be maintained but frozen. Future wage increases will be absorbed until such time as the wage applicable for the redeployed position catches up.
 - Particular efforts will be made to redesign the work, in conjunction with other positions in the work area, to allow the development of a position, the duties of which are at the level of the position from which the employee was redeployed.
 - For the period of this Agreement there shall be no forced redundancies as a result of technology changes or through the work redesign process. Where positions are identified as redundant and the employee wishes to seek a voluntary separation package the terms of that package will be negotiated on an individual basis in consultation with the Union.

CLAUSE 21 : LUNCH ON THE JOB

- 21.1 It is acknowledge that travelling to and from the Council depot for the purpose of taking lunch breaks is both costly and inefficient.
- 21.2 Lunch will for the term of this Agreement be taken "on the job".

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- 21.3 The standard lunch period will be thirty minutes taken at 12 noon. However, lunch may be taken no sooner than 4 hours and no later than 6 hours after the employee's starting time by agreement with the team leader where the demands of the job require.
- 21.4 Where toilet facilities are required for gangs of more than five employees, a mobile toilet will be provided.
- 21.5 Gangs of up to five employees will use the public toilet closest to the job.
- 21.6 The timing of tea breaks may be varied by each work group, dependent on the daily start time and the demands of the job.

CLAUSE 22 : DISCIPLINARY PROCEDURE

The Discipline Procedure as outlined in Council's Employee Handbook and varied from time to time contains the principles under which disciplinary matters will be managed.

CLAUSE 23 : ELECTRONIC BANK TRANSFER

- 23.1 Wage payments will be made fortnightly on a Thursday with all payments being credited direct to a financial institution nominated by the employee.

CLAUSE 24 : ALLOWANCES

- 24.1 The parties recognise that this Agreement and the pay rates included herein incorporate payment for the Disabilities Allowance provided in Clause 5.3.1 of the Local Government Employees Award and all Additional Rates provided in Clause 5.3.2, 5.3.3, 5.3.4, 5.3.5 and 5.3.6 of the Local Government Employees Award as the award existed as at October 1998.

CLAUSE 25 : MIXED FUNCTIONS/HIGHER DUTIES

- 25.1 No mixed function payments are applicable for a period of up to six (6) weeks in any financial year.
- 25.2 In the event that an employee is directed to act in a position of a higher classification for any period in excess of five consecutive working days, the employee will be paid an additional amount equal to 50% of the difference between their weekly wage and the weekly wage of the person being relieved.
- 25.3 In the event that the employee acts in a position of a higher classification for any period in excess of twenty (20) consecutive working days, the employee will be paid at the same pay rate as the person being relieved.

CLAUSE 26 : SICK LEAVE AND PERSONAL LEAVE

- 26.1 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 sick leave. Therefore the following is agreed:
- 26.2 There will be no change in the current sick leave entitlement for employees, nor the accrual of untaken sick leave from year to year, but the method of sick leave used will be:
- 26.2.1 Sick leave can be used as "Personal Leave". Personal Leave of up to five days per anniversary year will incorporate leave for employees who require time away from work for sickness, pressing domestic or family reasons. Examples of Personal Leave include:
- (a) Counseling for self and/or family using the Council's Employee Assistance Program or a similar service,
 - (b) Court appearances,
 - (c) Illness within the immediate family, including the employee's parents,
 - (d) Emergency situations involving child care, school or education issues,
 - (e) Employee illness.

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- 26.2.2 Personal leave should not be used as a supplement to annual leave or Rostered Days Off or for personal activities that any employee would normally schedule for annual leave, RDO's or time outside of normal work hours.
- 26.2.3 Where possible, employees will inform their supervisor of an anticipated absence on Personal Leave, with planned absences avoiding abutting weekends and RDO's. The minimum personal leave that may be taken at one time is two hours.
- 26.2.4 All sick leave, other than those designated by the employee as "personal leave", shall require a medical certificate.
- 26.2.5 For the purpose of this Agreement, absenteeism will be calculated on a calendar year basis.
- 26.3 Where the amount and/or frequency of sick leave/personal leave taken by an employee is beyond that which is acceptable as gauged by direct comparison with the organisations employee average, the employee and their manager will discuss the issue and develop strategies to assist the employee achieving the average absence rate. Strategies may include the provision of medical certificates for any period of leave taken.
- 26.4 Employees who are unable to attend work due to sickness or personal leave must, wherever possible, telephone their supervisor or the Council Depot prior to the normal morning starting time.

CLAUSE 27 : EMPLOYEE UNIFORMS

- 27.1 The wearing of employee uniforms is recognised by management and employees as being beneficial in presenting a positive Council image and will assist residents to identify Council employees as such instead of contractors and employees of other service authorities.
- 27.2 During the term of this Agreement, a uniform will be worn by all permanent full time employees and permanent part time employees:
- 27.3 The uniform provided will at all times meet Councils obligations under the provisions of the Occupational Health and Safety Act.
- 27.4 The materials used for the uniform will be as agreed and adopted from time to time by a joint management/employee working party.
- 27.5 In addition, Council will supply hats and safety vests to meet OH&S requirements.
- 27.6 Safety vests and other personal protective equipment shall be worn correctly at all times
- 27.7 All items of clothing will be replaced by Council on a fair wear and tear basis by presenting the worn item of clothing to the Depot Coordinator.

CLAUSE 28 : SICK AND ACCIDENT COVER

- 28.1 The importance of financial security in providing support to employees and their families in the event of long term illness and injury is recognised.
- 28.2 To provide this financial security, Council will ensure that all employees are insured for 24 hour Sick and Accident Salary Protection Cover. Details of the policy will be provided to all employees. All claims will be the subject of negotiation between the individual staff member and the insurer.
- 28.3 The cost of providing the Sick and Accident Salary Protection Cover will be incorporated in the quantum financial outcome of this Agreement subject to each employee signing a recurring expense payment FBT declaration form relating to the cover provided.
- 28.4 Whenever an employee becomes eligible to make a claim against the insurance policy they will immediately do so. Any wage payments made in the interim claim period will be deducted from payments received from the Insurer.
- 28.5 Prior to policy renewal, employees will be given the opportunity to determine if they collectively wish to continue participation in this scheme where the renewal of the policy results in a higher premium cost.
- 28.6 Participation in the scheme will only be discontinued in the event of a majority vote of all employees.

CLAUSE 29 : PART TIME EMPLOYEES

- 29.1 An employee employed on less than full time hours, but a minimum of twenty 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 17. 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 spans of hours will attract appropriate penalty rates which may be banked in accordance with this agreement. The employee shall be given a minimum of 24 hours notice, less by mutual agreement, where there is a requirement to work additional hours.
- 29.2 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.
- 29.3 Where a 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 as defined in Clause 17.
- 29.4 Part time employees are paid for the hours worked and hence do not receive entitlements to rostered days off. Normal Award conditions apply on a pro rate basis.

CLAUSE 30 : FIXED TERM CONTRACTS

- 30.1 The Council is committed to the maintenance of a permanent workforce and accordingly fixed term contracts will apply only to new employees and will not be offered or applied to existing permanent employees.
- 30.2 Whilst Council is committed to maximising permanent employment, the parties agree that fixed term employment can be offered for up to 1 year and renewal beyond 1 year will be agreed to by the employee, the union and council.

Agreement for fixed term employment for greater than 1 year shall not be unreasonably withheld:

- For employees at any level where they are employed for a specific project of defined duration
- For a position which is funded from an external body. In such circumstances the contract will be subject to ongoing funding
- To replace an employee who is on extended leave greater than three months

CLAUSE 31 : CASUAL STAFF

- 31.1 The parties recognise that the practice of employing full-time employees from casuals who have had at least twelve (12) calendar months with the employer, provides the employer adequate opportunity for assessment of performance. No probationary period will apply for such employees when appointed to a full-time position.

CLAUSE 32 : SUPERANNUATION

- 32.1 Superannuation offers a significant opportunity to employees to provide for their future.
- 32.2 The Local Government Superannuation Scheme has been established to provide employees with the opportunity to contribute to this scheme along with employer contributions.
- 32.3 The Local Government Superannuation Scheme will be the sole scheme offered to employees for the duration of this agreement and will apply to both existing and any new employees.
- 32.4 The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 32.5 For the purpose of this clause:
- 32.5.1 *Local Government Superannuation Scheme* means the superannuation scheme established and maintained under the Local Government Act 1934 SA.
- 32.5.2 Superannuation contributions means:
- Contributions which the employer is required to pay under the terms of the rules of governing the Local Government Superannuation Scheme;
 - Contributions which the employer must pay to a superannuation fund in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*;
 - That percentage of ordinary time earnings determined by legislation from time to time;
 - Any additional superannuation contributions which the Council agree to pay in respect of an employee.

CLAUSE 33 : SALARY SACRIFICE

- 33.1 Subject to the following conditions, an employee may elect to salary sacrifice any amount of their current gross salary to the superannuation scheme referred to in Clause 32.5.1 above:
- 33.1.1 An application from the employee will be lodged in writing detailing the amount of salary to be salary sacrificed.

-
- 33.1.2 The application being accepted by and meeting the terms of the superannuation scheme.
- 33.1.3 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.

CLAUSE 34 : SALARY ADJUSTMENTS

- 34.1 The following salary adjustments will be made for the first full pay period after 1 July 2008 upon certification of the Agreement in the SA Industrial Commission:
- 34.2 A first payment of an increase of 5% on the employees gross annual salary commencing upon the first pay period after 1 July 2008
- 34.3 A second payment of 5 % on the employees gross annual salary commencing on the first pay period after 1 July 2009
- 34.4 A third payment of 5 % on the employees gross annual salary commencing on the first pay period after 1 July 2010.
- 34.5 These payments acknowledge productivity gains made by Council in respect of this and previous agreements.

CLAUSE 35 : NO FURTHER CLAIMS

- 35.1 The parties agree that during the period of this Agreement there will be no further wage increase sought or granted except for those provided under the terms of this Agreement.

CLAUSE 36 : NOT A PRECEDENT

36.1 This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Council or workplace.

CLAUSE 37: COMMITMENT TO ORGANISATIONAL PLANS

37.1 Staff agree to contribute to the achievements of Council's Strategic Plan in the performance of their duties, their attitude towards the workplace and community, training and procedural improvements. The guiding principles to apply are:

- Leadership – represent and serve our community, creating a vision and giving direction, manage resources and risks to achieve quality outcomes;
- Community engagement – actively pursue community opinion and participation;
- Sustainability – decisions must provide for our ongoing financial, environmental and social wellbeing;
- Equity – decisions will be fair and just for all sectors of our community
- Governance – diligently undertake our activities ensuring due process and accountability
- Innovation and Creativity – challenge ourselves to seek new and effective solutions

37.2 Staff agree to embrace environmental sustainability principles in their general working practices in order to contribute to Council's stated sustainability improvements targets

37.3 Staff agree to participate and contribute to corporate improvement programs including training, organisational/cultural improvement initiatives (e.g. Road shows and special interest groups) and to support inter-departmental events (e.g. social functions and surveys)

37.4 Staff agree to continue to focus upon customer service standards as a core function of their daily operational activities. This approach should extend to both internal and external customers and that specific effort will be maintained in responding to customer requests (that are endorsed by relevant management) promptly and that CRM (Customer Request Management) tasks are addressed so as to ensure appropriate response times are met and so that outstanding (overdue) CRM tasks are minimal.

SIGNATURES

Signed for and on behalf of:
THE AUSTRALIAN WORKERS UNION

.....
BRANCH SECRETARY

.....
WITNESS

Dated on this day of 2008

Signed for and on behalf of:
THE CITY OF PROSPECT

.....
MAYOR

.....
CITY MANAGER

Dated on this day of 2008

Please insert pre-EB rates

AWU Weekly Wage Rates - as from 1/7/2008

Grade	Year	Rate Code	Hourly as from 1/7/2008	Weekly from 1/7/2008	Annual From 1/7/2008
1	1	1011	18.62	707.55	36793
	2	1012	18.82	715.29	37195
	3	1013	19.03	723.04	37598
2	1	1021	19.31	733.96	38166
	2	1022	19.52	741.70	38568
	3	1023	19.72	749.44	38971
3	1	1031	20.02	760.83	39563
	2	1032	20.24	769.03	39990
	3	1033	20.44	776.77	40392
4	1	1041	20.88	793.62	41268
	2	1042	21.09	801.36	41671
	3	1043	21.29	809.08	42072
5	1	1051	21.47	815.92	42428
	2	1052	21.68	823.66	42831
	3	1053	21.88	831.41	43233
6	1	1061	21.97	835.05	43422
	2	1062	22.18	842.79	43825
	3	1063	22.38	850.53	44228
7	1	1071	22.47	853.71	44393
	2	1072	22.68	861.92	44820
	3	1073	22.87	869.20	45198
8	1	1081	22.93	871.48	45317
	2	1082	23.15	879.66	45742
	3	1083	23.35	887.40	46145
9	3	1093	24.24	921.09	47897
9	Spec	10903	24.53	932.14	48471

Casual 1	1	5011	23.27
Casual 3 cleaner		5033	25.55
Part Time cleaner		1033	

AWU Weekly Wage Rates - as from 1/7/2009

Grade	Year	Rate Code	Hourly as from 1/7/2009	Weekly from 1/7/2009	Annual From 1/7/2009
1	1	1011	19.55	742.93	38632
	2	1012	19.76	751.06	39055
	3	1013	19.98	759.19	39478
2	1	1021	20.28	770.66	40074
	2	1022	20.49	778.79	40497
	3	1023	20.71	786.92	40920
3	1	1031	21.02	798.87	41541
	2	1032	21.25	807.48	41989
	3	1033	21.46	815.61	42412
4	1	1041	21.93	833.30	43331
	2	1042	22.14	841.43	43754
	3	1043	22.36	849.53	44176
5	1	1051	22.55	856.72	44549
	2	1052	22.76	864.85	44972
	3	1053	22.97	872.98	45395
6	1	1061	23.07	876.80	45594
	2	1062	23.29	884.93	46016
	3	1063	23.50	893.06	46439
7	1	1071	23.59	896.40	46613
	2	1072	23.82	905.01	47061
	3	1073	24.02	912.66	47458
8	1	1081	24.08	915.05	47583
	2	1082	24.31	923.64	48029
	3	1083	24.52	931.77	48452
9	3	1093	25.45	967.14	50291
9	Spec	10903	25.76	978.88	50902

Casual 1	1	5011	24.44
Casual 3 cleaner		5033	26.83
Part Time cleaner		1033	

AWU Weekly Wage Rates - as from 1/7/2010

Grade	Year	Rate Code	Hourly as from 1/7/2010	Weekly from 1/7/2010	Annual From 1/7/2010
1	1	1011	20.53	780.08	40564
	2	1012	20.75	788.61	41008
	3	1013	20.98	797.15	41452
2	1	1021	21.29	809.19	42078
	2	1022	21.52	817.73	42522
	3	1023	21.74	826.26	42966
3	1	1031	22.07	838.81	43618
	2	1032	22.31	847.86	44088
	3	1033	22.54	856.39	44532
4	1	1041	23.03	874.96	45498
	2	1042	23.25	883.50	45942
	3	1043	23.47	892.01	46384
5	1	1051	23.67	899.55	46777
	2	1052	23.90	908.09	47221
	3	1053	24.12	916.63	47665
6	1	1061	24.23	920.64	47873
	2	1062	24.45	929.18	48317
	3	1063	24.68	937.71	48761
7	1	1071	24.77	941.22	48943
	2	1072	25.01	950.26	49414
	3	1073	25.22	958.29	49831
8	1	1081	25.28	960.80	49962
	2	1082	25.52	969.82	50431
	3	1083	25.75	978.36	50875
9	3	1093	26.72	1015.50	52806
9	Spec	10903	27.05	1027.90	53451

Casual 1	1	5011	25.66
Casual 3 cleaner		5033	28.17
Part Time cleaner		1033	