

# **CITY OF TEA TREE GULLY – AUSTRALIAN WORKERS UNION ENTERPRISE AGREEMENT NO.5 (2010)**

**File No. 01954 of 2010**

**This Agreement shall come into force on  
and from 27 May 2010 and have a life  
extending until 1 October 2012.**

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



DATED 27/5/10.

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COMMISSION MEMBER



## **CLAUSE 1                      TITLE**

This Agreement shall be entitled City of Tea Tree Gully – Australian Workers Union Enterprise Agreement No. 5 - 2010.

## **CLAUSE 2                      ARRANGEMENT**

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### **CLAUSE 3                      DEFINITIONS**

"Award" shall mean the Local Government Employees Award

"Consultation" shall mean the process, which will have regard to employee's interests in the formulation of plans, which have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account prior to a decision/s being made by management.

"Employer" shall mean the City of Tea Tree Gully

"Union" shall mean the Australian Workers Union, South Australian Branch an organisation of employees registered pursuant to the Fair Work Act SA 1994.

"Assets and Environment" refers to a unit set up to provide a range of field services to the City of Tea Tree Gully.

### **CLAUSE 4                      APPLICATION**

This Agreement shall be binding upon the City of Tea Tree Gully (the employer) and the Australian Workers Union, South Australian Branch (the union) and its members and employees employed at the City of Tea Tree Gully pursuant to the Local Government Employees Award.

### **CLAUSE 5                      PERIOD OF OPERATION**

This Agreement shall commence from the date of certification and remain in force until 01/10/2012. This Agreement will be reviewed and negotiations will commence for the next agreement during the final 6 months of the term of this Agreement. This Agreement will remain in operation after the date of expiry until a new agreement is certified.

### **CLAUSE 6                      RELATIONSHIP TO CURRENT AWARD**

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

### **CLAUSE 7                      RELATIONSHIP TO CITY OF TEA TREE GULLY POLICIES, PROCEDURES AND GUIDELINES**

This Agreement is read in conjunction with the City of Tea Tree Gully policies, procedures and guidelines as they exist from time to time. Where there is any inconsistency between this Agreement and City of Tea Tree Gully document, this Agreement will prevail.

## **CLAUSE 8                      AIMS AND OBJECTIVES OF THE AGREEMENT**

The aim of Enterprise Agreement No. 5 is to develop and support a flexible, skilled and committed workforce focused on achieving an efficient and effective organisation which will result in the provision of value for money services and quality outcomes to our community and customers.

This Agreement will continue to support the on-going development of a participative and consultative culture, provide commitment to quality outcomes, the achievement of improved benefits and conditions, increased job satisfaction and the provision of a sustainable level of job security for the employees of City of Tea Tree Gully.

### **Objectives of the Agreement**

- To provide and maintain quality, competitive, value for money services to our community and customers,
- To achieve Council's Vision "Tea Tree Gully – Naturally Better".
- To facilitate a partnership between management and employees which focuses on improving the competitiveness of our employees by providing them with appropriate training and skills development opportunities, and maximising employment security for them.
- To foster and maintain a culture of participation, consultation, mutual trust, understanding and shared commitment, where staff are encouraged to provide input and constructive feedback (using forums such as surveys etc) to the development and achievement of strategies which will ensure real and sustainable improvements in service delivery and productivity, improved working conditions and increased job satisfaction.
- To foster and encourage the City of Tea Tree Gully corporate values of
  - Integrity & Honesty
  - Accountability
  - Communication
  - Respect
  - Teamwork
  - Customer Focus
  - Innovation
  - Reward & Recognition

## **CLAUSE 9                      EMPLOYEE PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided, as a whole by the employer, applicable at the time of certification of the Agreement or in national standards such as standard hours of work, annual leave or long service leave etc., as specified by the South Australian Industrial Relations Commission.

## **CLAUSE 10 NO FORCED REDUNDANCIES**

This clause is to be read in conjunction with the Council's Redeployment Policy.

The City of Tea Tree Gully recognises that employees are an important resource in the provision of services to its customers.

The City of Tea Tree Gully recognises the commitment and loyalty of its employees and is committed to providing stable and secure employment conditions as practicable.

The City of Tea Tree Gully undertakes that during the nominated period of this Agreement, there will be no forced redundancies. This undertaking applies to all permanent employees, (full-time and part-time) and fixed term employees (for the duration of their current contract).

## **CLAUSE 11 ASSETS AND ENVIRONMENT PORTFOLIO- COMMITMENT TO STAFF NUMBERS**

Subject to the effect of Clause 12 on the range or scope of services performed by Assets and Environment, the employer will maintain permanent Assets and Environment Portfolio employee numbers at no less than 130 full-time equivalents (FTEs) until 01/10/2012. This means that if the range or scope of services performed by Assets and Environment remains unchanged, the agreed permanent staff level will remain unchanged.

In line with Australian Taxation Redundancy rulings, this commitment may not apply to positions that are subject to genuine redundancy arrangements mutually agreed on a voluntary basis between individual employees, the union and the employer.

## **CLAUSE 12 QUALITY OUTCOMES**

The parties are committed to the principles of:

- service provision that meets quality outcomes specified by Council;
- continuous improvement which may lead to the application of new technology and process improvement; and,
- market sampling/benchmarking of services.

The parties recognise the need to deliver quality outcomes to the community as defined by the following criteria:

- community benefit [including economic development]
- customer service and customer satisfaction
- competitive cost per service or unit
- productivity [efficiency and effectiveness including use of enhanced technology]
- timeliness
- environmental impact
- statutory requirements [e.g. OHS&W, DDA, etc.]

- risk management
- continuous improvement

The City of Tea Tree Gully is committed to supporting a fully occupied and productive workforce operating at competitive rates and service quality.

These principles and practices will remain in place during the life of this Agreement unless amendments to the SA Local Government Act, or other State or Federal legislation, requires Council to implement alternative arrangements.

The parties are committed to creating an environment which assists employees to successfully meet the community's needs through a range of strategies that utilise internal and external resources. The Chief Executive Officer will ensure a responsible level of leadership training, supervision, work planning and resources is provided for this to occur. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable improvements in productivity.

### **Service Provision**

Service delivery and work scheduling will be continually reviewed and where possible improved and will involve consultation with the employees concerned and the relevant Manager/Coordinator. A series of business reviews may be undertaken for the provision of services and will involve the active participation of employees.

### **Performance Reporting**

Consistent with the belief that this Enterprise Agreement is designed to enable employees to meet the requirements of quality outcomes in the provision of works/services, the Chief Executive Officer will ensure the establishment of procedures and processes to enable the workforce/management to clearly identify the costs of all overheads, the cost of all activities/services and clearly identify performance against standards. Regular reporting to the EACC on performance and achievements will occur.

The parties recognise that there are increasing pressures from the broader community to ensure quality outcomes. The parties further recognise that this approach may affect the way in which services are delivered to the community. The Chief Executive Officer, on behalf of the City of Tea Tree Gully undertakes, whenever possible, to anticipate and respond to legislation and policy changes and accepts this as an on-going process necessary to support the organisation, the community and employees.

## **CLAUSE 13                      UPSKILLING/MULTI-SKILLING**

The parties to this Agreement understand that a viable future for in-house delivery of services is to some degree dependent upon the AWU workforce being committed to a multi-functional approach. This means a willingness to work across the wide range of disciplines covered under the Award and not remain limited to working in specific work streams such as plant operation or horticulture. It is also recognised by all parties that the ongoing improvement of existing skills is an essential component of meeting customer needs in a competitive environment.

To facilitate this approach management commits to:

- identifying the range of multi-functioning that it requires;

- identifying the number of people it requires to work in specific work streams;
- provide opportunities for staff to expand their range of skills (multi-skilling) and increase their level of skills (up-skilling) to meet Council's identified needs;
- establish a remuneration system that rewards the competent application of multi-skilling and up-skilling in the workplace and

In return, the AWU workforce commits to work across the wide range of disciplines covered under the Award, where appropriate competencies have been achieved and remunerated and not remain limited to working in specific work streams.

"Multi-skilling" shall mean the expansion of skills of an individual to meet the competency needs of a range of disciplines covered under the Award.

"Up-skilling" shall mean the upgrading of skills of an individual to meet a higher level of competency within a specific discipline of the Award.

"Multi-functional" shall mean an individual has the competency to work across a wide range of disciplines covered under the Award.

#### **CLAUSE 14 COMMITMENT TO STARTING ON SITE**

The parties agree that starting on site rather than at Council's Depot should be an option for the majority of employees. This arrangement may vary depending on program/project logistics, but will apply by mutual consent between the relevant Director/Manager/Team Leader and individual work teams. Agreement to starting on-site should not be unreasonably withheld. Where starting on site includes work teams being provided with a Council vehicle for commuting purposes Council's guidelines and procedures for commuter use will apply. Where employees start on site, the arrangements outlined in clause 8.1 of the Local Government Employees Award do not apply.

#### **CLAUSE 15 MIXED FUNCTION**

The parties agree that when an employee is "relieving" the Team Leader the following payment arrangements will apply:

- hours worked greater than or equal to 4.5 hours when the Team Leader is not available for normal operational duties will be paid at ME 7 for the complete day. Prior to leaving the work site, the Team Leader will nominate the person to act in his/her absence;
- should an employee be nominated by the Team Leader to be the Team Leader in his/her absence for one (1) day or more, the employee will be paid at the TL Rate (1<sup>st</sup> increment). A qualifying period of five (5) consecutive days applies on the first occasion. Should they have not qualified; the ME 7 rate will be paid;
- in circumstances of particular work groups (i.e. high OH&S risks), it will be the responsibility of the Team Leader to appoint a person to act in lieu of the Team Leader during his/her absence. The person appointed will be paid for the time so

worked (i.e. hour for hour basis) until greater than 4.5 hours; when greater than 4.5 hours the employee will be paid ME 7 for the full day and

- hours paid under the first three dot points will not be accumulated for the purposes of reclassification.

The conditions of the Local Government Employees Award will apply for all other higher duties and mixed functions.

## **CLAUSE 16 FLEXIBLE STAFFING ARRANGEMENTS**

The City of Tea Tree Gully is committed to providing job security to its employees whilst meeting the changing operational requirements to achieve our strategic objectives and maintain appropriate levels of customer service. As such there is an identified need to have available a range of flexible staffing arrangements to utilise when permanent staffing arrangements are either impractical, unsustainable or subject to meeting short term needs. The following arrangements may be utilised by the organisation to meet those needs.

### **16.1 Fixed term contracts**

Council may engage employees for a Fixed Term to cover

- Special or additional projects of finite duration or to carry out a set of tasks of finite duration
- replacement of a person on extended leave or to temporarily fill a position vacated by a permanent employee
- externally funded positions
- any position in excess of the 130 FTE positions identified in Clause 10
- following consultation with the EACC, to pilot or trial a revised organisational structure

Existing employees will not be compelled to transfer to a Fixed Term Contract. Fixed Term Contracts under the above arrangements may be affected only as a result of the selection process for a vacant position.

Where a permanent employee applies for, and is appointed to a fixed term position, the employee's substantive classification will be maintained. At the completion of the fixed term appointment the employee will revert to a position equivalent to their substantive classification.

Any employee who is subject to redeployment will not be placed on a Fixed Term Contract unless they were subject to a Fixed Term Contract prior to redeployment, in which case they will be redeployed for the remainder of their contract period.

No employee will be placed on a Fixed Term Contract as a disciplinary measure or as a result of an Unsatisfactory Performance Review.

### **16.2 Casual positions**

With the exception of swimming pool attendants, where a casual full time i.e. 38 hour week position is created this position shall generally be for a maximum term of 6 months except



where the position is a result of or related to an employee absent for or performing modified duties as a result of a Workers Compensation claim, an employee on long term leave due to illness (including employees absent on sick and accident protection) or employees on extended periods of leave whether paid or unpaid.

At the completion of this six month period the need for this position to continue beyond this period it will be reviewed and should the position be deemed on going the position will become either a permanent full time on going position or it may be offered as a fixed term contract in accordance with 16.1 above.

There are no limitations on the term of engagement where the position involves less than full time hours.

### **16.3 Labour hire positions**

16.3.1 Any labour agency employees will be engaged under the provisions of the Local Government Industry Award 2010. The rate of pay will be relevant to the position and not the incumbent.

16.3.2 Labour agency employees may be used to cover the following situations:

- Worker's compensation and rehabilitation, when the return to work date is unknown.
- Personal Accident/Injury cases whereby the return to work date is unknown provided that no more than two years has elapsed since the employee was absent from work.
- Seasonal work of a non-ongoing nature
- Short term placements until selection is completed for a substantive position.

## **CLAUSE 17 HOURS OF WORK**

In supporting the Aims and Objectives (Clause 8) of this Agreement, the parties agree to greater flexibility in the hours of work.

Standard Hours – It is recognised that the current hours of work shall remain the standard hours worked under this Agreement, this is 76 hours per fortnight worked over 9 days; 7 days @ 8.50 hours per day, 2 days @ 8.25 hours per day.

To work in accordance with the flexible hours provisions contained hereunder requires mutual agreement between the employer and the employee. Such agreement should not be unreasonably withheld.

Spread Of Hours - The spread of ordinary hours of work for employees shall be between 6.00am to 6.00pm Monday to Friday inclusive. This spread of hours may be varied by mutual agreement for individual workgroups, in order to meet specific operational needs of the organization. The maximum number of ordinary hours to be worked in any one day will be 9.5 hours.

Overtime – Hours worked in excess of 9.5 hours per day shall be paid at double time. Such hours worked shall be at the discretion of, or with the approval of, the employer. Employees

may also elect, in lieu of payment, to bank such overtime into their hour's bank at double time (e.g. 2 hours overtime worked equals 4 hours credit).

Tea Break ("smoko break") – Where practicable, a tea break shall be taken on-site and is to be limited to duration of 10 minutes.

Lunch Breaks – Where practicable lunch breaks shall be taken on-site and may be taken no earlier than 4 hours and no later than 6 hours after commencement of duty and will be for a minimum of 30 minutes.

Call-Back – Once an employee has ceased work for the day, the Award provisions for call-back to duty to undertake unplanned work shall apply, unless prior alternative arrangements have been agreed to between the employee and the relevant Project Co-ordinator. The employer should maintain an appropriate record of such an agreement.

## **CLAUSE 18                      HOURS BANK**

The employee in working their aggregate of 1976 hours per annum may go in to debt by no more than 38 hours or go in to credit by no more than 76 hours (this credit is comprised of banked ordinary or overtime hours and banked RDO's). Hours accrued, up to 9.5 hours per day worked during the spread of hours, will be at single time and credited to the employee's hours bank to be taken off at a time mutually agreed between the employee and the relevant Team Leader in consultation with the appropriate Supervisor.

Where an employee wishes to utilize hours accrued in their hours bank, other than for scheduled RDO's, prior approval is to be sought from the Team Leader and appropriate Supervisor. Approval for taking said leave shall only be granted should it be operationally practical.

While the hours bank provision allows the potential span of 38 hours debit through to 76 hours credit, subject to conditions set out in this clause, it is expected that the employees will maintain a minimum of 10 hours credit (not including their RDO) for use during inclement weather. Where the 10-hour minimum has been exhausted this minimum will be restored within the following 4-week period. The ability for an employee to maintain this 10-hour minimum shall not be unreasonably withheld.

The intent of having the 38-hour debit provision is to enable employees to have some flexibility in their management of personal emergencies. The use of this provision for sick leave will only be considered for exceptional circumstances and where the employee has exhausted their sick leave entitlements and will require the approval of the Director, Assets and Environment. Where such debit hours are accrued, it is expected that the employee will remove the debit within a timeframe acceptable to the Team Leader and appropriate Supervisor. In the event that the employee exceeds the 38-hour debit, the hours in excess of 38 hours will be deducted from the employee's next pay unless an alternative/acceptable arrangement is agreed with the Team Leader and appropriate Supervisor. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment with the Council shall have such monies recovered from their final pay or shall make payment to the organisation upon termination.

The 76 hours maximum credit shall only be extended with the prior approval of the appropriate Supervisor/Manager and shall only occur for special operational demands. The taking of the hours in addition to the 76 hours maximum will be cleared within 4 weeks of the pay period in which the excess hours accrued. The relevant Manager may extend this "clearance" period for one additional 4-week period to meet seasonal workload demands.

The actual taking of a normal rostered day off may be varied or accrued by mutual agreement. Where an employee is absent due to sick leave or workers compensation on a day that would otherwise be a scheduled RDO, the RDO will be deemed to have been taken.

## **CLAUSE 19**                      **STAND-DOWN PROVISIONS "WEATHER EXTREMES"**

### **INCLEMENT WEATHER**

It is recognised that the ability to work outdoors can be impacted on by inclement weather conditions and that the health and safety of employees exposed to such conditions must be balanced against the requirement to perform necessary tasks within the constraints of the appropriate budgets.

#### **Definitions**

For the purposes of this clause the following definitions will apply:

Hot Weather - is deemed to be temperatures remaining at or above 34°

Extreme Heat - is deemed to be temperatures remaining at or above 37°C

Inclement Wet Weather - persistent rainfall and/or wet weather that prevents meaningful work being undertaken safely or effectively.

## Hot Weather

Advanced planning should occur when hot weather is forecast. Corporate Leaders whose teams may be exposed to hot weather shall give advance consideration to the following measures:

- Earlier start and finish times
- Rescheduling of more strenuous tasks to cooler periods

Temperatures shall be monitored at the Depot and employees notified once the temperature exceeds 34°C. Work practices should be modified to alleviate the effects of the Hot Weather with consideration given to the following:

- Rotation of employees undertaking strenuous tasks
- Increasing unscheduled breaks to 10 minutes every hour
- Selecting cooler/shaded work areas
- Provision of sun shelters (where practical)
- Access to sufficient supplies of suitable drinking water

Employees working in hot weather shall

- Keep hydrated by frequently taking small drinks
- Correctly use/wear appropriate personal protective devices/issues
- Ensure work is undertaken at pace appropriate to the weather conditions

## Extreme Heat

Temperatures shall be monitored at the Depot and employees notified once the temperature reaches 37°C and is not expected to dramatically cool in the immediate future. Where practical and after the work site has been made safe, all outdoor work exposed to Extreme Heat will cease. This excludes WaterWorld staff who will continue to work and have their duties managed in accordance with Council's Inclement Weather Policy.

Corporate Leaders whose teams may be exposed to Extreme Heat should have alternate work prepared for teams or individuals to undertake whilst protected from the extreme heat. This is especially relevant when extended periods of high temperatures are forecast. This may not be limited to normal duties but will be in accordance with the Award.

- Such work could include but not be limited to:
- Training
- Equipment maintenance
- Tool box meetings
- Tasks in air conditioned vehicles
- Work scoping
- Housekeeping
- Assisting other teams

Consideration should be given to duties that can be scheduled in advance of extreme heat based on weather reports to ensure adequate resources. This will allow Council to be proactive with activities such as investigations and audits of Council assets.

After all alternate work has been exhausted employees will finish work for the day and utilise their flexi time on a 50:50 basis in accordance with the conditions of Clause 18 Hours Bank.

## **Exceptions**

During periods of extended Hot Weather (heat wave) the temperatures defining Hot Weather and Extreme Heat can be temporarily adjusted after consultation with the relevant Corporate Leaders. The final directive shall be made by the Director (or their delegate) of the relevant workforce.

The exact response of a person to the environmental conditions depends on factors unique to themselves. It should be recognised that individuals have the opportunity at all times to minimise physical activity and take breaks as required.

Individual Team Leaders may therefore also implement the Hot Weather or Extreme Heat work modifications at temperatures outside those stated, based on other climactic conditions with respect to individual team members. A suitable risk assessment and consultation with their Corporate Leader is mandatory in this instance.

## **Inclement Wet Weather**

When Inclement Wet Weather prevents meaningful work being carried out for a continuous period of 3 hours, alternate work shall be accessed. Corporate Leaders, whose teams may be affected by periods of such conditions, should have, where possible, alternate work prepared for teams or individuals to undertake whilst protected from the wet weather. This may not be limited to normal duties but will be in accordance with the award.

Such work could include but not be limited to:

- Training
- Equipment maintenance
- Tool box meetings
- Tasks in suitably covered vehicles
- Work scoping
- Housekeeping
- Assisting other teams

After all alternate work has been exhausted employees will finish work for the day and utilise their flexi time on a 50:50 basis in accordance with the conditions of Clause 18 Hours Bank. It is not the Council's intention to have staff forced to stay back and undertake unproductive work.

## **Essential/Emergency Services Situations**

It is recognised there is a requirement to maintain certain levels of service to cope with Essential/Emergency Services Situations during normal working hours that may arise during periods of Excessive Heat or Inclement Wet Weather.

After the cessation of normal work due to Extreme Heat or Inclement Wet Weather, the relevant on duty Call Out Officer will stay back along with minimal members of other outdoor teams. The specific number of team members required to stay back will be decided in consultation between the Corporate Leaders/Team Leaders and the Teams, taking into account situational requirements. Equity of team members required to stay back will be maintained by team rotation through a roster.

Employees who stay back during inclement weather shall be paid ordinary rates until the normal finish time for that day. Standard call out rates will apply if an employee is called back to work after their normal finish time as per Clause 17 of this Agreement.

In the event employees have to attend to tasks in Excessive Heat or Inclement Wet Weather all precautions must be taken to do so safely and work minimised where applicable. A minimum team of two people are to work on any tasks during Excessive Heat or Inclement Wet Weather.

Employees required to stay back during normal work hours as part of this provision will be paid a loading of 50% for any duties performed outdoors during excessive heat or inclement weather.

#### **Implementation of this Clause**

The operation of this clause shall be reviewed by the EACC following the summer season to ascertain its effectiveness in managing inclement weather incidents and to suggest amendments (where required) to Assets and Environment management to improve the operation of this clause.

## **CLAUSE 20                      ANNUALISATION OF ALLOWANCES**

Allowances were annualised as part of the City of Tea Tree Gully Enterprise Agreement No 2 of 1999. The parties agree to the following provisions to correct anomalies in relation to the annualisation of allowances.

### **20.1 Chokage allowance**

#### **20.1.1 CWMS crew**

Employees in the CWMS crew were previously paid \$400 p.a. in addition to their substantive ME 4 classification in recognition of the type of work performed and the level of chokage allowance claimed. Effective from the date of certification of this agreement members of the CWMS crew will be reclassified to ME 5 but will no longer be entitled to the additional \$400 p.a. The chokage allowance will be applicable on any normal working day (or part thereof) when staff (meaning any staff involved in chokage clearance work) are operationally engaged including call outs and weekend work. Exclusions are limited to annual leave or other types of workplace absence.

## 20.1.2 Plumber

The position of Plumber will continue to be paid the chockage allowance in accordance with the Award.

## 20.2 Additional annualised amounts

With the implementation of annualised allowances in the City of Tea Tree Gully Enterprise Agreement No 2 of 1999 a number of groups were identified as having above average levels of allowances. To ensure that these groups were not disadvantaged following the introduction of annualised allowances an additional annual amount was paid to these specified groups. The groups still in existence as at the certification of this Agreement are sign shop, playground maintenance, arboricultural, line markers and irrigation plumbers. These annualised amounts will now be subject to annual percentage increases in line with increases provided for in Clause 40 of this Agreement as detailed in the table below.

Current	1 <sup>st</sup> full pay period on or after certification	1 <sup>st</sup> full pay period on or after 1/10/10	1 <sup>st</sup> full pay period on or after 1/10/11
Sign Shop \$200 p.a.	\$208.00	\$216.00	\$225.00
Playground maintenance \$300 p.a.	\$312.00	\$324.00	\$337.00
Arboricultural, Line Markers Irrigation Plumbers \$400	\$416.00	\$433.00	\$450.00

The EACC will be consulted for any new positions required by Council that are identified as potentially having an above average level of allowances. This will ensure that staff recruited into such positions will receive indexed increases to the allowance in line with the increases provided for in this clause.

## CLAUSE 21 INDEXED ALLOWANCES

### 21.1 Meal Allowance

Meal Allowance, for an evening meal, shall be paid in accordance with the following table

Current	1 <sup>st</sup> full pay period on or after certification	1 <sup>st</sup> full pay period on or after 1/10/10	1 <sup>st</sup> full pay period on or after 1/10/11
\$13.10	\$13.60	\$14.00	\$14.75

Eligibility for payment of the meal allowance shall be in accordance with the Local Government Employees Award except as varied below:

- meal allowance may be claimed when the employee is required (by the relevant Corporate Leader) to work in excess of 10 hours in one shift.

## 21.2 Garbage Allowance

The garbage allowance rate (per day) shall be paid in accordance with the following table

Current	1 <sup>st</sup> full pay period on or after certification	1 <sup>st</sup> full pay period on or after 1/10/10	1 <sup>st</sup> full pay period on or after 1/10/11
\$2.70	\$2.80	\$2.90	\$3.00

## CLAUSE 22 SICK LEAVE AND FAMILY LEAVE

### 22.1 Sick leave

Employees who are to be absent from duty, e.g. absent on sick leave, should take all reasonable steps to advise the appropriate officer in their work team, or the designated officer, of their absence as early as possible prior to the normal start of duty, but no later than 24 hours after the period begins.

It is acknowledged that in emergency situations prior notice may not be possible, however failure to provide appropriate notice other than for such emergencies could result in counselling/disciplinary action.

For any individual absence up to a total of 5 full day absences in any calendar year a medical certificate will not be required. Partial days do not count towards the 5 full day quota. For any individual days in excess of 5 days and for any period of more than two consecutive days, days immediately preceding or following a public holiday or rostered day off or a Friday and following Monday, a medical certificate or certificate of attendance at a medical practitioner will be required. Council reserves the right to request a medical certificate or certificate of attendance from a medical practitioner for any sick leave or family leave absence at other times where Council seeks to support the legitimacy of a claim for such leave. This request must occur before commencement of such leave or no later than when Council is first advised of the absence.

Sick leave hours will be debited in accordance with the hours expected/normally rostered to be worked on that day.

### 22.2 Family leave

Employees will be credited with 12 days Sick/Family Leave [this figure comprising the Award entitlement of 10 days Sick Leave and 2 days Bereavement Leave], which can be used for Sick, Family or Bereavement Leave. The 10-day Sick Leave entitlement is cumulative; the 2-day Bereavement Leave entitlement is non-cumulative. The duration of Family or Bereavement Leave utilised under this clause will be subject to mutual agreement between the employee and appropriate Corporate Leader and take into account particular circumstances, which exist at the time of application. Such employees may make application for Family Leave to care for this family member in circumstances where no other person is able to provide such care.

Employees will be entitled to up to 5 single days in total in any calendar year to be utilised for either sick leave or family leave without the provision of a medical certificate. The



requirement for provision of a medical certificate or certificate of attendance from a medical practitioner will be in accordance with those contained in 22.1.

## **CLAUSE 23** **PAID PARENTAL LEAVE**

An employee shall be granted parental leave on full pay [for the purposes of this clause "full pay" shall mean the substantive Award classification for the position held by the employee plus any negotiated over-Award payment and Council's Enterprise Agreement payments, for a consecutive period of twelve weeks' absence in the case of the mother, and two week's absence in the case of the partner of the mother provided that:

- the employee, either female or male, must apply in writing to the Chief Executive Officer for Paid Parental Leave, such application also containing a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee;
- the employee, either female or male, is required to have completed 12 months continuous service with the City of Tea Tree Gully immediately prior to qualifying for the paid Parental Leave;
- in the case of Maternity Leave, the period of twelve weeks' absence shall commence on the first day of the approved maternity leave or at any date nominated by the applicant during the period of Parental Leave;
- in the case of the partner of the mother, the leave shall be taken within the first three months of the birth of the child;
- the entire twelve week [for females] and two weeks [for the partner] period must be taken in one consecutive block and must be taken within the period of approved Parental Leave;
- any public or other statutory holiday that falls within the period of Parental Leave shall be counted as a day of such Parental Leave;
- where the pregnancy of an employee terminates between 20 and 36 weeks, one week's paid Parental Leave will be provided to the employee;
- the employee may also access Sick or Family Leave and
- employees who are entitled to take Parental Leave under Clause 7.4 of the Award can apply to take any accrued Annual Leave or Long Service Leave at the conclusion of Parental Leave, provided 3 months' written notice is given to the employer and it is by mutual consent.

This clause shall be read in conjunction with Clause 7.4 of the Award.

## **CLAUSE 24** **INTRODUCTION OF CHANGE**

Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will promptly notify the employees who may be affected by the proposed changes and the Union and/or the appropriate agent of all relevant information about the changes proposed, provided that the employer will not be required to disclose confidential information the disclosure of which would be detrimental to the employer's interests. "Significant effects" include major changes in the composition, operation or size of the employer's workforce or in the skills required.

The employer will discuss with the employees affected and the Union and/or the appropriate agent the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on the employees, and will give prompt consideration to matters raised by the employees and/or the Union and/or the appropriate agents in relation to the changes.

#### **CLAUSE 25                      SIMULTANEOUS    INTERNAL/EXTERNAL    ADVERTISING    OF VACANT POSITIONS**

For any vacancies, which occur, Council may choose to advertise internally and externally simultaneously.

#### **CLAUSE 26                      REIMBURSEMENT OF DRIVERS LICENCES**

Provisions of Clause 5.3.6 of the Local Government Employees Award shall no longer apply. This allowance was annualised as part of Enterprise Agreement 2, of 1999. For details refer to Clause 26 of that Agreement.

#### **CLAUSE 27                      SUPERANNUATION**

The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super (being a complying superannuation fund).

For the purpose of this clause:

"Local Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues 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.

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

The amount of employer superannuation contribution means:

- a) For each employee who is making "Salarylink Contributions" to Local Super:
  - (i) 3% of the employee's salary; and

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

## **CLAUSE 28                      SALARY SACRIFICE**

Subject to the following conditions an employee may apply to the Chief Executive Officer or his nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to Local Super.

- [a] As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement
- [b] The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- [c] Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- [d] The application shall be in writing on the form provided by People & Organisational Development and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for his/her on-going living expenses.
- [e] Each employee may review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- [f] The individual agreement to salary sacrifice may be rescinded by the employee provided one [1] month's prior notice in writing is given to the Council officer responsible for payroll.
- [g] The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means

that the contributions made to Local Super will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.

- [h] Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

## **CLAUSE 29 OCCUPATIONAL HEALTH AND SAFETY**

All employees are expected to comply with, and assist Council achieve our Occupational Health, Safety and Welfare plans and policies.

## **CLAUSE 30 SICKNESS & ACCIDENT INSURANCE PLAN**

The parties acknowledge that a Sick and Accident Insurance Plan is provided by the employer for its employees.

After the nominal expiry date of this Agreement, the insurance plan will continue to be provided. However should the capacity to provide the plan have detrimental impacts on the organisation, Council will review its position.

During a period that an employee is absent from work and covered by Council's Sickness and Accident Insurance policy, no annual or sick leave is accrued however such absence does not break continuity of service for the purposes of calculating long service leave.

## **CLAUSE 31 CALL-OUT/CALL-BACK ARRANGEMENTS**

During the life of this Agreement the parties will be participating in a review of the current call-out arrangements and conditions. Where the parties agree to changes it is accepted that such changes be effected by an exchange of letters between the parties.

## **CLAUSE 32 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

The parties to this Agreement acknowledge that effective communication plays a vital role in enhancing employee relations and preventing grievances or industrial disputation. Continuous improvement in the communication process will therefore be practised throughout the organisation. Of critical importance in this process is the need to resolve matters as expeditiously as possible and maintain high quality customer service.

During the implementation of the Grievance/Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions in which case the status quo shall remain in force, except in the case of genuine occupational health and safety issues.

Note: This Procedure does not apply in matters of E.E.O. issues or Sexual Harassment issues, where separate resolution procedures exist. Copies of these procedures are available on the intranet or from People and Organisational Development.

The parties agree to use all stages in the Grievance/Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved if possible by conciliation within the Council.

At each stage of the procedure a record should be made of the item and date of discussions and relevant outcomes. Any such record should be signed off as accurate by the employee/s and management.

Any grievances or disputes will be settled using the following procedure:

### **Stage 1**

The employee, Workplace Representative [if appropriate] or advocate nominated by the employee [or group of employees].will contact the relevant Supervisor or Manager and attempt to settle the issue at that level.

Note: Generally this will be the employee's [or group of employees'] immediate senior officer). If the employee wishes, they may be supported in such discussions by a Workplace Representative [if appropriate] or advocate of their choice.

### **Stage 2**

If the issue is not settled at Stage One, the employee and the nominated representative and if requested the Union Official, will meet with the relevant Manager/Supervisor and the Manager People and Organisational Development\_and/or delegate.

### **Stage 3**

If the matter is not settled at Stage Two, the Union Official and if requested, the relevant workplace representative will meet with the relevant Director, the employee/s and the Manager People and Organisational Development and/or delegate.

## Stage 4

If the matter is not settled at Stage Three the Chief Executive will meet with the Union Official, if requested the employee's relevant workplace representative, the Manager People and Organisational Development and/or delegate and the relevant Director.

## Stage 5

If the matter is not settled at Stage Four, the employer, the employee, or their representative(s) may approach the South Australian Industrial Relations Commission for assistance by conciliation and, in the event of it remaining unresolved. The parties shall accept the final outcomes of the arbitration.

The process contained in Stages One, Two, Three and Four should be completed within fourteen (14) working days of the issue being raised at Stage One to ensure its expedient resolution.

## Responsibilities

Employee Responsibilities are:

- to notify their Supervisor or Manager promptly of any issues or conflict which may require resolution;
- where possible, individual employees or groups of employees should attempt to resolve any issues or conflict with their immediate more senior officer [i.e. Supervisor or Manager] and
- to research all relevant information relating to the matter prior to lodging a formal complaint.

Supervisor/Manager/Director Responsibilities are to:

- maintain continuous dialogue with the employee or groups of employees whilst the matter is being investigated;
- resolve the situation as expeditiously as possible;
- refer the matter to the next level of management if the issue falls outside of their respective authority or area of responsibility and
- formally notify the employee or groups of employees and, where involved, the union official, of the resolution and/or action to be taken in response to the complaint.

People and Organisational Development's responsibilities are to:

- review any matter in an objective manner and ensure employees are treated in a fair and equitable manner;
- brief Workplace Representatives (and/or Union officials, where involved) immediately if the matter is considered to be of a serious nature;
- provide Supervisors/Managers/Directors with professional advice and assistance and
- provide employees with professional advice and assistance.

Union Representatives/Official's Responsibilities are to:

- explore avenues to resolve issues internally wherever possible and
- brief a People and Organisational Development Advisor immediately if the matter is considered to be of a serious nature.

Chief Executive Officer's Responsibility is to:

- ensure that all matters are resolved in a fair and equitable manner and as expeditiously as possible.

### **CLAUSE 33                      ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE (EACC)**

The parties agree that the effective operation of this Agreement is assisted by the continuation of the established consultative processes within the workplace. It is agreed by the parties to establish an Enterprise Agreement Consultative Committee (EACC) which shall:

- assist with interpretation of the Enterprise Agreement;
- act as a consultative body to consider possible implications of climate change on work practices and processes and to undertake work where identified towards clauses for insertion in the next enterprise agreement,
- assist with the monitoring of progress of the Enterprise Agreement and
- be consulted on an annual basis on the proposed contractual works and services program.

The EACC shall consist of:

- 3 Employer representatives employed and/or nominated by the City of Tea Tree Gully;
- 3 Employee representatives elected by employees employed by the City of Tea Tree Gully. At least one employee representative must be a Union (Workplace) Representative;

- the State Secretary of the AWU (or their nominee) and the Chief Executive Officer of the City of Tea Tree Gully (or their nominee) may attend any meeting of the Committee and
- any EACC member may nominate proxies.

The above composition of the EACC does not preclude, by mutual agreement, the secondment of additional employee or employer representatives to assist the Committee undertake its work.

The parties commit to meet on a bi-monthly basis though this may be changed by mutual agreement.

#### **CLAUSE 34 LOCAL AREA WORKPLACE AGREEMENTS**

Local Area Workplace Agreements may be established for specific operational, service or work group areas by an exchange of letters between the parties to this Agreement and certification of a variation to Agreement in the SA Industrial Relations Commission.

#### **CLAUSE 35 WORKSHOP LOCAL AREA WORKPLACE AGREEMENT**

The application of the Workshop Local Area Workplace Agreement dated 1998 will no longer apply in this Agreement and future Agreements. Current Workshop employees employed at the date of certification of this Agreement will continue to be classified as Workshop Mechanic Level 2

Trade qualified workshop employees employed after the date of certification of this Agreement will be classified at Workshop Mechanic Level 1. The payment (or partial payment) of the over award component or increase to Workshop Mechanic Level 2 will be discretionary and subject to consideration by management of factors such as current/future operational requirements, required skills/experience and applicable 'market rates' for these positions.

#### **CLAUSE 36 RELIEF STREET SWEEPER OPERATORS**

Relief Street Sweeper Operators are called on to work shifts in which fulltime operators are not available. The composite pay rate for Council employed Relief Operators does not include annual leave loading because this loading is paid when the employee takes annual leave from their substantive position.



## **CLAUSE 37 CEMETERY WORKS**

Employees allocated by the Team Leader to perform cemetery duties including grave preparation, exhumation or reclaiming/backfilling of graves will be paid the following rates per burial performed

Cremation \$40  
Burial (single depth) \$60  
Burial (double depth) \$80  
Burial (triple depth) \$100  
Exhumations \$100

Where this work extends beyond the normal finishing time for the day, employees will accumulate flexitime on an hour for hour basis for the first hour. Any time in excess of one hour will be paid at the applicable overtime rate.

The allowances contained in Clause 5.3.2.15 of the Award are specifically excluded by the operation of this clause.

The per burial rates will increase each year in line with the percentage increase provided for in this Agreement.

## **CLAUSE 38 ANNUAL LEAVE LOADING**

Annual leave loading of 17.5% will be paid to all employees covered by this Agreement in one lump sum in the first pay period in December of each year. This loading will be calculated on the available annual leave balance as at the last pay period in November of each year.

In the first year of operation of this clause, leave loading will be paid on the total annual leave accrual as at the last pay period in November 2010. Annual leave taken from the date of certification of this Agreement to the last pay period in November 2010 inclusive will be paid at the time the employee takes leave.

## **CLAUSE 39 NO FURTHER CLAIMS**

The AWU undertakes that during the period of operation of this Agreement there shall be no further salary increase sought, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such National or State Wage Cases decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

## **CLAUSE 40 PAY INCREASES**

Following certification of this Agreement, the employer agrees to increase pay rates to employees covered by this Agreement by the following;

4.0% from 1<sup>st</sup> full pay period on or after 1/10/09  
4.0% from 1<sup>st</sup> full pay period on or after 1/10/10  
4.0% from 1<sup>st</sup> full pay period on or after 1/10/11

## SIGNATORIES

Signed for and on behalf of the City of Tea Tree Gully

...../...../2010  
Chief Executive Officer  
(Dianne Rogowski)

In the presence of

...../...../2010  
Witness

.....  
(Please print name)

Signed for and on behalf of the Australian Workers Union

...../...../2010  
Branch Secretary  
(Wayne Hanson)

In the presence of

...../...../2010  
Witness

.....  
(Please print name)

## Appendix - WAGE RATES

Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
Grade 1	(Casual)	\$48,523.31	\$971.10	\$25.55526	\$50,497.18	\$1,010.58	\$26.59414	\$52,550.02	\$1,051.63	\$27.67458	\$54,684.97
	1	\$39,477.58	\$789.55	\$20.77767	\$41,056.68	\$821.13	\$21.60878	\$42,698.95	\$853.98	\$22.47313	\$44,406.91
	2	\$39,850.49	\$797.01	\$20.97394	\$41,444.51	\$828.89	\$21.81290	\$43,102.29	\$862.05	\$22.68542	\$44,826.38
	3	\$40,216.86	\$804.34	\$21.16677	\$41,825.53	\$836.51	\$22.01344	\$43,498.56	\$869.97	\$22.89398	\$45,238.50
Grade 2	(Casual)	\$49,890.34	\$998.46	\$26.27522	\$51,919.83	\$1,039.05	\$27.34337	\$54,030.50	\$1,081.26	\$28.45425	\$56,225.59
	1	\$40,589.77	\$811.80	\$21.36304	\$42,213.36	\$844.27	\$22.21756	\$43,901.90	\$878.04	\$23.10626	\$45,657.97
	2	\$40,962.68	\$819.25	\$21.55931	\$42,601.19	\$852.02	\$22.42168	\$44,305.24	\$886.10	\$23.31855	\$46,077.45
	3	\$41,329.05	\$826.58	\$21.75213	\$42,982.21	\$859.64	\$22.62222	\$44,701.50	\$894.03	\$23.52711	\$46,489.56
Grade 3	(Casual)	\$51,289.54	\$1,026.46	\$27.01212	\$53,375.95	\$1,068.19	\$28.11023	\$55,545.81	\$1,111.59	\$29.25226	\$57,802.47
	1	\$41,728.13	\$834.56	\$21.96217	\$43,397.26	\$867.95	\$22.84066	\$45,133.15	\$902.66	\$23.75429	\$46,938.47
	2	\$42,101.04	\$842.02	\$22.15844	\$43,785.09	\$875.70	\$23.04478	\$45,536.49	\$910.73	\$23.96657	\$47,357.95
	3	\$42,467.41	\$849.35	\$22.35127	\$44,166.11	\$883.32	\$23.24532	\$45,932.75	\$918.66	\$24.17513	\$47,770.06
Grade 4	(Casual)	\$52,978.23	\$1,060.26	\$27.90148	\$55,133.33	\$1,103.36	\$29.03575	\$57,374.64	\$1,148.18	\$30.21538	\$59,705.59
	1	\$43,102.02	\$862.04	\$22.68527	\$44,826.10	\$896.52	\$23.59268	\$46,619.14	\$932.38	\$24.53639	\$48,483.91

## Appendix - WAGE RATES

	2	\$43,474.93	\$869.50	\$22.88154	\$45,213.92	\$904.28	\$23.79680	\$47,022.48	\$940.45	\$24.74867	\$48,903.38
	3	\$43,841.30	\$876.83	\$23.07437	\$45,594.95	\$911.90	\$23.99734	\$47,418.75	\$948.37	\$24.95724	\$49,315.50
Grade 5	(Casual)	\$54,136.19	\$1,083.43	\$28.51133	\$56,338.40	\$1,127.47	\$29.67039	\$58,628.69	\$1,173.28	\$30.87581	\$61,010.59
	1	\$44,044.11	\$880.88	\$23.18111	\$45,805.87	\$916.12	\$24.10835	\$47,638.11	\$952.76	\$25.07269	\$49,543.63
	2	\$44,417.02	\$888.34	\$23.37738	\$46,193.70	\$923.87	\$24.31247	\$48,041.45	\$960.83	\$25.28497	\$49,963.11
	3	\$44,783.39	\$895.67	\$23.57020	\$46,574.72	\$931.49	\$24.51301	\$48,437.71	\$968.75	\$25.49353	\$50,375.22
Grade 6	(Casual)	\$55,125.28	\$1,103.23	\$29.03225	\$57,367.72	\$1,148.07	\$30.21248	\$59,699.86	\$1,194.72	\$31.43992	\$62,125.28
	1	\$44,848.81	\$896.98	\$23.60464	\$46,642.76	\$932.86	\$24.54882	\$48,508.47	\$970.17	\$25.53078	\$50,448.81
	2	\$45,221.72	\$904.43	\$23.80091	\$47,030.59	\$940.61	\$24.75294	\$48,911.82	\$978.24	\$25.74306	\$50,868.29
	3	\$45,588.09	\$911.76	\$23.99373	\$47,411.62	\$948.23	\$24.95348	\$49,308.08	\$986.16	\$25.95162	\$51,280.40
Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
Grade 7	(Casual)	\$56,114.37	\$1,123.02	\$29.55316	\$58,397.05	\$1,168.67	\$30.75457	\$60,771.03	\$1,216.15	\$32.00403	\$63,239.97
	1	\$45,653.52	\$913.07	\$24.02817	\$47,479.66	\$949.59	\$24.98929	\$49,378.84	\$987.58	\$25.98886	\$51,354.00
	2	\$46,026.43	\$920.53	\$24.22444	\$47,867.48	\$957.35	\$25.19341	\$49,782.18	\$995.64	\$26.20115	\$51,773.47
	3	\$46,392.80	\$927.86	\$24.41726	\$48,248.51	\$964.97	\$25.39395	\$50,178.45	\$1,003.57	\$26.40971	\$52,185.59

## Appendix - WAGE RATES

<b>Grade 8</b>	<b>(Casual)</b>	<b>\$57,023.05</b>	<b>\$1,141.21</b>	<b>\$30.03172</b>	<b>\$59,342.69</b>	<b>\$1,187.60</b>	<b>\$31.25259</b>	<b>\$61,755.11</b>	<b>\$1,235.85</b>	<b>\$32.52228</b>	<b>\$64,264.03</b>
	<b>1</b>	<b>\$46,392.80</b>	<b>\$927.86</b>	<b>\$24.41726</b>	<b>\$48,248.51</b>	<b>\$964.97</b>	<b>\$25.39395</b>	<b>\$50,178.45</b>	<b>\$1,003.57</b>	<b>\$26.40971</b>	<b>\$52,185.59</b>
	<b>2</b>	<b>\$46,765.71</b>	<b>\$935.31</b>	<b>\$24.61353</b>	<b>\$48,636.34</b>	<b>\$972.73</b>	<b>\$25.59807</b>	<b>\$50,581.79</b>	<b>\$1,011.64</b>	<b>\$26.62199</b>	<b>\$52,605.06</b>
	<b>3</b>	<b>\$47,132.08</b>	<b>\$942.64</b>	<b>\$24.80636</b>	<b>\$49,017.36</b>	<b>\$980.35</b>	<b>\$25.79861</b>	<b>\$50,978.05</b>	<b>\$1,019.56</b>	<b>\$26.83055</b>	<b>\$53,017.18</b>
<b>AWU - <u>Additional</u> annualised allowances due to job descriptions</b>											
<b>Extra \$200 per year - Sign Writers - 4% increase applied to additional annual allowance</b>											
<b>plus original \$200 pa =</b>			<b>\$4.00</b>	<b>pw=</b>	<b>\$208.00</b>	<b>\$4.16</b>	<b>p.w=</b>	<b>\$216.32</b>	<b>\$4.33</b>	<b>p.w.=</b>	<b>\$224.97</b>
<b>Grade 6</b>	<b>1</b>	<b>\$45,048.81</b>	<b>\$900.98</b>	<b>\$23.70990</b>	<b>\$46,850.76</b>	<b>\$937.02</b>	<b>\$24.65830</b>	<b>\$48,724.79</b>	<b>\$974.50</b>	<b>\$25.64463</b>	<b>\$50,673.79</b>
	<b>2</b>	<b>\$45,421.72</b>	<b>\$908.43</b>	<b>\$23.90617</b>	<b>\$47,238.59</b>	<b>\$944.77</b>	<b>\$24.86242</b>	<b>\$49,128.14</b>	<b>\$982.56</b>	<b>\$25.85691</b>	<b>\$51,093.26</b>
	<b>3</b>	<b>\$45,788.09</b>	<b>\$915.76</b>	<b>\$24.09900</b>	<b>\$47,619.62</b>	<b>\$952.39</b>	<b>\$25.06296</b>	<b>\$49,524.40</b>	<b>\$990.49</b>	<b>\$26.06547</b>	<b>\$51,505.38</b>
<b>Extra \$300 per year - Playground Maintenance crew - 4% increase applied to additional annual allowance</b>											
<b>Plus original \$300 pa =</b>			<b>\$6.00</b>	<b>p.w=</b>	<b>\$312.00p.a</b>	<b>\$6.24</b>	<b>p.w=</b>	<b>\$324.48p.a.</b>	<b>\$6.49</b>	<b>p.w=</b>	<b>\$337.46p.a</b>
<b>Grade 4</b>	<b>1</b>	<b>\$43,402.02</b>	<b>\$868.04</b>	<b>\$22.84317</b>	<b>\$45,138.10</b>	<b>\$902.76</b>	<b>\$23.75689</b>	<b>\$46,943.62</b>	<b>\$938.87</b>	<b>\$24.70717</b>	<b>\$48,821.37</b>
	<b>2</b>	<b>\$43,774.93</b>	<b>\$875.50</b>	<b>\$23.03944</b>	<b>\$45,525.92</b>	<b>\$910.52</b>	<b>\$23.96101</b>	<b>\$47,346.96</b>	<b>\$946.94</b>	<b>\$24.91945</b>	<b>\$49,240.84</b>
	<b>3</b>	<b>\$44,141.30</b>	<b>\$882.83</b>	<b>\$23.23226</b>	<b>\$45,906.95</b>	<b>\$918.14</b>	<b>\$24.16155</b>	<b>\$47,743.23</b>	<b>\$954.86</b>	<b>\$25.12801</b>	<b>\$49,652.96</b>

## Appendix - WAGE RATES

Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
Grade 5	1	\$44,344.11	\$886.88	\$23.33900	\$46,117.87	\$922.36	\$24.2725 6	\$47,962.59	\$959.25	\$25.2434 7	\$49,881.09
	2	\$44,717.02	\$894.34	\$23.53527	\$46,505.70	\$930.11	\$24.4766 8	\$48,365.93	\$967.32	\$25.4557 5	\$50,300.57
	3	\$45,083.39	\$901.67	\$23.72810	\$46,886.72	\$937.73	\$24.6772 2	\$48,762.19	\$975.24	\$25.6643 1	\$50,712.68
Grade 6	1	\$45,148.81	\$902.98	\$23.76253	\$46,954.76	\$939.10	\$24.7130 3	\$48,832.95	\$976.66	\$25.7015 6	\$50,786.27
	2	\$45,521.72	\$910.43	\$23.95880	\$47,342.59	\$946.85	\$24.9171 5	\$49,236.30	\$984.73	\$25.9138 4	\$51,205.75
	3	\$45,888.09	\$917.76	\$24.15163	\$47,723.62	\$954.47	\$25.1176 9	\$49,632.56	\$992.65	\$26.1224 0	\$51,617.86
Grade 7	1	\$45,953.52	\$919.07	\$24.18606	\$47,791.66	\$955.83	\$25.1535 0	\$49,703.32	\$994.07	\$26.1596 4	\$51,691.46
	2	\$46,326.43	\$926.53	\$24.38233	\$48,179.48	\$963.59	\$25.3576 2	\$50,106.66	\$1,002.13	\$26.3719 3	\$52,110.93
	3	\$46,692.80	\$933.86	\$24.57516	\$48,560.51	\$971.21	\$25.5581 6	\$50,502.93	\$1,010.06	\$26.5804 9	\$52,523.05
Extra \$400 per year - Arboriculture Workers, Line Markers, Irrigation Plumbers, - 4% increase applied											
Extra original \$400 pa =			\$8.00 p.w.= \$416.00			\$8.32 p.w.= \$432.64			\$8.65 p.w.= \$449.95		
Grade 3	1	\$42,128.13	\$842.56	\$22.17270	\$43,813.26	\$876.27	\$23.0596 1	\$45,565.79	\$911.32	\$23.9819 9	\$47,388.42
	2	\$42,501.04	\$850.02	\$22.36897	\$44,201.09	\$884.02	\$23.2637	\$45,969.13	\$919.38	\$24.1942	\$47,807.89

## Appendix - WAGE RATES

	3	\$42,867.41	\$857.35	\$22.56180	\$44,582.11	\$891.64	\$23.46427	\$46,365.39	\$927.31	\$24.40284	\$48,220.01
Grade 4	1	\$43,502.02	\$870.04	\$22.89580	\$45,242.10	\$904.84	\$23.81163	\$47,051.78	\$941.04	\$24.76410	\$48,933.85
	2	\$43,874.93	\$877.50	\$23.09207	\$45,629.92	\$912.60	\$24.01575	\$47,455.12	\$949.10	\$24.97638	\$49,353.33
	3	\$44,241.30	\$884.83	\$23.28489	\$46,010.95	\$920.22	\$24.21629	\$47,851.39	\$957.03	\$25.18494	\$49,765.44
Grade 5	1	\$44,444.11	\$888.88	\$23.39164	\$46,221.87	\$924.44	\$24.32730	\$48,070.75	\$961.41	\$25.30039	\$49,993.58
	2	\$44,817.02	\$896.34	\$23.58791	\$46,609.70	\$932.19	\$24.53142	\$48,474.09	\$969.48	\$25.51268	\$50,413.05
	3	\$45,183.39	\$903.67	\$23.78073	\$46,990.72	\$939.81	\$24.73196	\$48,870.35	\$977.41	\$25.72124	\$50,825.17
Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
Grade 6	1	\$45,248.81	\$904.98	\$23.81516	\$47,058.76	\$941.18	\$24.76777	\$48,941.11	\$978.82	\$25.75848	\$50,898.76
	2	\$45,621.72	\$912.43	\$24.01143	\$47,446.59	\$948.93	\$24.97189	\$49,344.46	\$986.89	\$25.97077	\$51,318.23
	3	\$45,988.09	\$919.76	\$24.20426	\$47,827.62	\$956.55	\$25.17243	\$49,740.72	\$994.81	\$26.17933	\$51,730.35
Grade 7	1	\$46,053.52	\$921.07	\$24.23869	\$47,895.66	\$957.91	\$25.20824	\$49,811.48	\$996.23	\$26.21657	\$51,803.94
	2	\$46,426.43	\$928.53	\$24.43496	\$48,283.48	\$965.67	\$25.41236	\$50,214.82	\$1,004.30	\$26.42885	\$52,223.42
	3	\$46,792.80	\$935.86	\$24.62779	\$48,664.51	\$973.29	\$25.61290	\$50,611.09	\$1,012.22	\$26.63741	\$52,635.53

## Appendix - WAGE RATES

Rapid response only - EB % increases TO BE INCLUDED IN OVER AWARD ALLOWANCE (Reflects difference between Grd 5 & Grd 6)												
Extra		pa	\$16.09	\$836.89	pa	\$16.74	\$870.37	pa	\$17.41	\$905.18	pa	
Grade 5	1	\$44,848.81	\$896.98	\$23.60464	\$46,642.76	\$932.86	\$24.5488 2	\$48,508.47	\$970.17	\$25.5307 8	\$50,448.81	
	2	\$45,221.72	\$904.43	\$23.80091	\$47,030.59	\$940.61	\$24.7529 4	\$48,911.82	\$978.24	\$25.7430 6	\$50,868.29	
	3	\$45,588.09	\$911.76	\$23.99373	\$47,411.62	\$948.23	\$24.9534 8	\$49,308.08	\$986.16	\$25.9516 2	\$51,280.40	
Extra <u>\$1,500 per year</u> - Full Time Toilet Cleaner only. - 4% increase applied to extra annual allowance												
Originally Extra \$1,500 pa =												
			\$30.00	pw=	\$1,560.00	\$31.20	pw =	\$1,622.40	\$32.45	pw=	\$1,687.30	
	Grade 5	1	\$45,544.11	\$910.88	\$23.97058	\$47,365.87	\$947.32	\$24.9294 1	\$49,260.51	\$985.21	\$25.9265 8	\$51,230.93
		2	\$45,917.02	\$918.34	\$24.16685	\$47,753.70	\$955.07	\$25.1335 3	\$49,663.85	\$993.28	\$26.1388 7	\$51,650.40
	3	\$46,283.39	\$925.67	\$24.35968	\$48,134.72	\$962.69	\$25.3340 7	\$50,060.11	\$1,001.20	\$26.3474 3	\$52,062.52	



## Appendix - WAGE RATES

Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
Team Leaders - (Local Agreement - Outside the award) Hourly rates and Rate Codes											
Team Leaders	1st Incr.	\$48,865.79	\$977.32	\$25.71884	\$50,820.42	\$1,016.41	\$26.74759	\$52,853.24	\$1,057.06	\$27.81749	\$54,967.37
	2nd. Incr.	\$50,123.87	\$1,002.48	\$26.38099	\$52,128.83	\$1,042.58	\$27.43623	\$54,213.98	\$1,084.28	\$28.53367	\$56,382.54
	3rd. Incr.	\$51,381.96	\$1,027.64	\$27.04314	\$53,437.24	\$1,068.74	\$28.12486	\$55,574.73	\$1,111.49	\$29.24986	\$57,797.71
	4th Incr.	\$52,640.70	\$1,052.81	\$27.70563	\$54,746.33	\$1,094.93	\$28.81386	\$56,936.18	\$1,138.72	\$29.96641	\$59,213.63
	Snr. Rate	\$53,898.78	\$1,077.98	\$28.36778	\$56,054.73	\$1,121.09	\$29.50249	\$58,296.92	\$1,165.94	\$30.68259	\$60,628.80
	H/Duties	\$48,865.79	\$977.32	\$25.71884	\$50,820.42	\$1,016.41	\$26.74759	\$52,853.24	\$1,057.06	\$27.81749	\$54,967.37
AWU - Local Agreements outside the Award											
Workshop Contracts											
***Workshop Contract <u>overtime rate</u> is based on Grade 7:3- + recalculation on LAWA***											
Workshop Contract	Level 2 Mech	\$55,166.80	\$1,103.34	\$29.03529	\$57,373.73	\$1,147.47	\$30.19671	\$59,668.70	\$1,193.37	\$31.40457	\$62,055.43
Mechanic	Level 1:1	\$44,848.81	\$896.98	\$23.60464	\$46,642.76	\$932.86	\$24.54882	\$48,508.47	\$970.17	\$25.53078	\$50,448.81
Mechanic	Level 1:2	\$45,221.72	\$904.43	\$23.80091	\$47,030.59	\$940.61	\$24.75294	\$48,911.82	\$978.24	\$25.74306	\$50,868.29
Mechanic	Level 1:3	\$45,588.09	\$911.76	\$23.99373	\$47,411.62	\$948.23	\$24.95348	\$49,308.08	\$986.16	\$25.9516	\$51,280.40

## Appendix - WAGE RATES

[illegible]

## Appendix - WAGE RATES

Grade	Yrs of Serv	Current wage rate	As at 3/10/09			As at 2/10/10			As at 1/10/11		
			New Rate as at 3/10/09	Hourly Rate	Wages Per Annum	New Rate as at 2/10/10	Hourly Rate	Wages Per Annum	New Rate as at 1/10/11	Hourly Rate	Wages Per Annum
<b>Team Leader - Mechanics/ Workshop</b>	Co-ord	<b>\$63,862.25</b>	\$1,277.24	<b>\$33.61171</b>	<b>\$66,416.74</b>	\$1,328.33	<b>\$34.95618</b>	<b>\$69,073.41</b>	\$1,381.47	<b>\$36.35443</b>	<b>\$71,836.35</b>
(Workshop emp. Co-ord)	2 IC	<b>\$57,997.68</b>	\$1,159.96	<b>\$30.52519</b>	<b>\$60,317.78</b>	\$1,206.36	<b>\$31.74620</b>	<b>\$62,730.49</b>	\$1,254.61	<b>\$33.01605</b>	<b>\$65,239.71</b>
<b>Street Sweepers</b>											
***Street Sweepers overtime rate based on Grade 6:3 <u>with</u> annualised allowances.***											
<b>St Sweepers</b>	Normal	<b>\$53,242.80</b>	\$1,064.86	<b>\$28.02264</b>	<b>\$55,372.74</b>	\$1,107.45	<b>\$29.14354</b>	<b>\$57,587.64</b>	\$1,151.75	<b>\$30.30929</b>	<b>\$59,891.16</b>
<b>St Sweepers</b>	Snr Rate	<b>\$57,195.02</b>	\$1,140.86	<b>\$30.02264</b>	<b>\$59,324.74</b>	\$1,183.45	<b>\$31.14354</b>	<b>\$61,539.64</b>	\$1,227.75	<b>\$32.30929</b>	<b>\$63,843.16</b>
(Trns. from other teams)	H/Duties	<b>\$53,242.80</b>	\$1,052.59	<b>\$27.69964</b>	<b>\$54,734.49</b>	\$1,094.69	<b>\$28.80763</b>	<b>\$56,923.88</b>	\$1,138.48	<b>\$29.95994</b>	<b>\$59,200.84</b>
<b>Swimming Pool - Casual Attendants</b>											
<b>Grade 4 Casual rates for Swimming pool Attendants</b>	<b>Age</b>	<b>\$827.47 (Grd 4:1)</b>				<b>\$860.57 (Grd 4:1)</b>			<b>\$894.99 (Grd 4:1)</b>		
	<b>21</b>	<b>\$51,716.60</b>	\$1,034.34	<b>\$27.21941</b>	<b>\$53,785.55</b>	\$1,075.71	<b>\$28.30822</b>	<b>\$55,937.05</b>	\$1,118.74	<b>\$29.44046</b>	<b>\$58,174.35</b>
	<b>20(90%)</b>	<b>\$46,544.94</b>	\$930.90	<b>\$24.49747</b>	<b>\$48,407.00</b>	\$968.14	<b>\$25.47740</b>	<b>\$50,343.35</b>	\$1,006.86	<b>\$26.49641</b>	<b>\$52,356.92</b>
	<b>19(80%)</b>	<b>\$41,373.28</b>	\$827.47	<b>\$21.77553</b>	<b>\$43,028.44</b>	\$860.57	<b>\$22.64658</b>	<b>\$44,749.64</b>	\$894.99	<b>\$23.55237</b>	<b>\$46,539.48</b>
	<b>18(70%)</b>	<b>\$36,201.62</b>	\$724.04	<b>\$19.05359</b>	<b>\$37,649.89</b>	\$753.00	<b>\$19.81576</b>	<b>\$39,155.94</b>	\$783.12	<b>\$20.60832</b>	<b>\$40,722.05</b>

Appendix - WAGE RATES

	17(60%)	\$31,029.96	\$620.60	\$16.33164	\$32,271.33	\$645.43	\$16.98493	\$33,562.23	\$671.24	\$17.66428	\$34,904.61
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