

# CITY OF UNLEY (AWU) ENTERPRISE BARGAINING AGREEMENT 2011

File No. 4632 of 2011

**This Agreement shall come into force on and from 10 November 2011 and have a life extending for a period of until 30 June 2012 therefrom.**

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



DATED 10 NOVEMBER 2011.

A handwritten signature in black ink, appearing to be "B. Long".

COMMISSION MEMBER



# **CITY OF UNLEY (AWU) ENTERPRISE BARGAINING AGREEMENT 2011**

This Enterprise Agreement is made pursuant to Chapter 3 Division 2 of the Fair Work Act 1994 between the Australian Workers Union (South Australian Branch) and the City of Unley.

The terms and conditions agreed between the parties are set out hereunder.

## **CLAUSE 1: TITLE**

This Agreement shall be referred to as the City of Unley (AWU) Enterprise Bargaining Agreement 2011.

## **CLAUSE 2: ARRANGEMENT**

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### **CLAUSE 3 : DEFINITIONS**

**‘Agreement’** means the City of Unley (AWU) Enterprise Bargaining Agreement 2011.

**‘Award’** shall mean the Local Government Employee’s Award in force at the time of certification of this Agreement.

**‘Consultation’** is a process that considers the employees’ and their representatives and provides them with the opportunity to have their viewpoints heard and considered before a decision is made.

**‘Council’** shall mean the City of Unley.

**‘Dispute’** means any individual or collective issue concerning the application of this Agreement.

**‘Eligible Employee’** means a person paid directly by the Council and excludes casuals.

**‘Employee’** means a person paid directly by the Council who is employed to perform work covered by this Agreement and the Award.

**‘Employer’** means the City of Unley.

**‘Grievance’** means any other individual issue not covered by the City of Unley’s Fair Treatment Policy which does not concern the application of this Agreement.

**‘Parties’** means the Australian Workers Union (AWU) and the City of Unley.

**‘Scheduled Work’** relates to that work/task that is programmed, i.e. a task or work that has been planned as part of a working day or week’s schedule. It is not related to works that is a call out or where less than one working day’s notice has been given to commence a task.

**‘Teams’** shall mean a grouping of employees and may either be within or across teams. Teams may change depending on the task of the grouping.

**‘Union’** means the Australian Workers Union (South Australian Branch) or AWU.

**‘Wages’** shall mean the Agreement wage plus any regular and permanent penalties and regular required overtime as set out in rosters and any other benefit which is

recorded by contractual agreement as forming part of the employee's total remuneration package. Where appropriate, use of a motor vehicle may be taken into account. It excludes higher duties, reimbursement expenses, annual leave loading and allowances and penalties of a temporary or irregular nature.

**“Workplace Representative”** shall mean employees elected by the workforce employed by the City of Unley.

#### **CLAUSE 4 : OBJECTIVES**

- 4.1 The City of Unley employees are committed to a strong customer focus, continuous improvement and the social and economic health of the City of Unley. All staff will embrace measures aimed at achieving improved customer service and productivity which will ultimately lead to the success of the enterprise and therefore offer employees a sustainable level of job security.
- 4.2 The Agreement aims to assist in building on a culture that provides flexibility, teamwork and valuing people as individuals. It aims to remove any artificial demarcations and restrictive work practices. It will provide equitable training and development opportunities. Priority will be given to establishing career paths and investigating opportunities to recognise required qualifications gained. Of utmost importance to all is the provision of a safe and supportive working environment. This will be continued through adequate funding and the current consultative mechanisms.
- 4.3 It also recognises the principles of rationalisation and sharing of resources to strengthen our position in contestability and our sense of community beyond the boundaries of Unley.
- 4.4 It acknowledges that the employees of the City of Unley have worked consistently and shown commitment placing the organisation in an excellent position. This Agreement aims to ensure that the momentum is maintained and built upon and to ensure continuous improvement.

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

- 5.1 This Agreement shall be effective from the first pay period after 1 July 2011 and remain in force for a one year period to 30 June 2012. Negotiations for the next Enterprise Agreement will occur during the final six months of this Agreement.
- 5.2 Council is committed during the life of this Agreement and its renegotiation to negotiate collectively with the Union and employees party to this Agreement.

#### **CLAUSE 6: PARTIES BOUND**

This Agreement shall be binding on the City of Unley in respect of its employees employed pursuant to the Award, and the Australian Workers Union in respect to its

members employed by the City of Unley (excluding employees working at the Unley Swimming Centre).

### **CLAUSE 7: RELATIONSHIP TO PARENT AWARD**

- 7.1 This Agreement shall be read and applied in conjunction with the terms contained within the Local Government Employees Award as amended from time to time, provided that where there is any inconsistency, this Agreement shall take precedence.
- 7.2 This agreement replaces the City of Unley (AWU) Enterprise Bargaining Variation Agreement 2008 (AG842407PR962427).

### **CLAUSE 8: EMPLOYEE PROTECTION**

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits, provided by the employer as a whole, applicable at the time of signing the Agreement or in National standards as provided for in State and Federal Legislation.

### **CLAUSE 9: CONSULTATIVE MECHANISMS**

- 9.1 The parties agree that the effective operation of this Agreement is dependent upon open and honest communication and trust between the parties. The primary method of communication and the framework to facilitate management and staff working together will be via the Workplace Consultative Committee. This committee commits to meeting bi-monthly to ensure information is not only conveyed to all employees, but that all employees have the opportunity to have their opinions heard.
- 9.2 These meetings will provide the opportunity for employees and management to exchange ideas, problem solve and brainstorm operational issues.
- 9.3 In addition, the effective operation of the Agreement depends upon the continuation of the Workplace Consultative Committee and any other applicable Human Resource Management Consultative Committees.

## 9.4 Workplace Consultative Committee

9.4.1 The Workplace Consultative Committee (WCC) shall consist of:

- a) Employer representatives (to be no greater in number than the number of Workplace Representatives);
- b) Workplace Representatives elected by the employees covered by this agreement;
- c) the WCC will have as a member the State Secretary of the Australian Workers Union (or his/her nominee).

9.4.2 The role of the WCC shall be to:

- a) reach decisions by consensus. All decisions will operate as recommendations to the Chief Executive Officer;
- b) hear and acknowledge reports and ideas presented by employee and employer representatives on a range of issues;
- c) provide a forum for information flow between the employer and employees;
- d) monitor and review the implementation of the Agreement;
- e) engage in consultation regarding any organisational change relevant to Depot operations.

9.4.3 Management recognises the need for support and resources to enable WCC members to properly carry out their role.

9.4.4 Wherever practicable the WCC will meet bi-monthly or as necessary.

## **CLAUSE 10 : OCCUPATIONAL HEALTH SAFETY AND WELFARE**

10.1 In accordance with the Occupational Health Safety and Welfare Act 1986, the City of Unley is committed to ensure, as far as is reasonably practicable, that all employees, volunteers, labour hire, contractors, sub-contractors and visitors are safe from injury and risk to their health whilst at work.

10.2 The parties recognise that safety education and safety programs shall be fundamental in achieving this objective. There shall be strict compliance with all relevant Acts and Regulations, and implementation of Industry Codes and Practice to provide protection to stakeholders.

10.3 All employees shall give their full co-operation to the achievement of high standards of Occupational Health Safety and Welfare.

## **CLAUSE 11 : CHANGE MANAGEMENT**

- 11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential. It is further recognised that change is not necessarily driven by management and that any catalyst for change is welcome from all areas of Council.
- 11.2 In particular during the life of this Agreement employees will work at improving customer service.
- 11.3 During the life of this Agreement employees will work positively with management to be innovative and make change in identified service area(s).
- 11.4 Management and employees undertake to work together to improve accessibility of management to ensure increased understanding of roles and responsibilities. Employees will also recognise that it is important in the interests of customer service and mutual respect that business units have a clear understanding of each other's roles and responsibilities.
- 11.5 As soon as change in a position, role or structure is considered, there should be consultation involving all parties who may be directly affected by the change. There will be full, open and honest disclosure of all information relevant to the change, presented within a time frame to allow meaningful consideration and consultation.

## **CLAUSE 12 : JOB SECURITY**

- 12.1 There shall be no forced redundancies of employees as a result of any change process.
- 12.2 Natural attrition, redeployment and voluntary redundancies shall be the only means of dealing with displaced employees in situations where organisational changes result in positions becoming redundant.

## **CLAUSE 13 : REDEPLOYMENT AND CAREER ENHANCEMENT**

- 13.1 The Council places a high priority on the retention of its employees and emphasis will be placed on retraining and developing appropriate career paths.
- 13.2 Employees and their representatives on the Workplace Consultative Committee shall be informed of the nature of any changes being considered that may result in the redeployment of any employees.
- 13.3 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
  - a) Redeployment to a position of the same classification level.

- b) Redeployment to a position of lower classification with income maintenance for two years.
- c) Voluntary separation package.

#### 13.4 Redeployment and career enhancement

13.4.1 Every endeavour will be made to identify a position for the displaced employee at the same classification level or higher.

13.4.2 Where another position at the same or a different classification level is identified for an employee, the employee will agree to undertake training to obtain the skills and qualifications necessary for the position identified. Where necessary, a specific training program will be created for the employee, and the employee will undertake to complete such a training program. Alternatively, the employee will undergo agreed and documented informal training for a minimum of twelve months to obtain the skills and experience necessary for the position identified. Such arrangements shall be formalised into a contract of training between the employee and employer.

13.4.3 Where a redeployee is offered and accepts a position at a lower classification level, such redeployment will be in accordance with the City of Unley's policy covering Targeted Voluntary Separation Packages (TVSPs).

13.4.4 Where an employee is transferred to a position carrying a lower classification, their pre-transfer wage will be maintained for a period of two years. At the conclusion of the two year period the employee will be reclassified in accordance with the new position. The Chief Executive Officer may elect to negotiate a longer period to satisfy any extraordinary circumstances.

13.4.5 If a redeployee does not wish to stay in an alternative position then they may elect to pursue a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

### **CLAUSE 14 : TARGETED VOLUNTARY SEPARATION PACKAGES (TVSPs)**

14.1 Where an employee has indicated that they do not wish to pursue redeployment at a lower classification in accordance with Clause 13 of this Agreement, a voluntary separation package may be offered to them according to the formula in the City of Unley's policy on TVSPs, current at the time of signing this Agreement.

14.2 Where the Chief Executive Officer elects to offer a TVSP in any circumstance it will also be calculated in accordance with the City of Unley's policy on TVSPs, current at the time of signing this Agreement.



## **CLAUSE 15: LEAVE**

### **15.1 Personal/Family Leave**

The parties recognise that absenteeism is costly, affects efficiency and is disruptive to the whole operation in terms of work not undertaken and loss of service. Accordingly, the following arrangement will apply to assist employees to reconcile their family and work responsibilities.

#### **15.1.1 Personal Leave**

The entitlement for Personal Leave accrued under the Local Government Employees' Award can be used for:

- absences from work due to personal illness (excluding any workers' compensation related injury);
- the care and support of an employee's immediate family (see definitions) or household members when they are ill, providing they are responsible for the care of the person concerned – generally, an employee should not take carers leave when another person has taken leave for the same purpose;
- to deal with emergency situations or other matters of a pressing domestic nature that cannot be scheduled outside of normal work hours or during annual leave or rostered days off.

Employees must advise their manager as soon as reasonably practicable that they cannot attend work and should advise their manager of their return date as soon as it is known.

A medical certificate or satisfactory evidence may be required when:

- Personal Leave exceeds two consecutive days; or
- Personal Leave is taken either side of a public holiday, rostered day off or weekend; or
- more than five single days of Personal Leave are taken in a year; or
- the City of Unley requests verification that the employee was unable to attend duty on the day(s) for which Personal Leave has been claimed.

Immediate family includes:

- partner (legally married or defacto) including same sex partners;
- child or adult child (including adopted child, stepchild, foster child, son or daughter-in-law or an exnuptial child);
- parent/guardian, partner's parents, step-parent, grandparent, grandchild, sibling, stepsibling or sibling-in-law of an employee.

## 15.2 **Compassionate Leave**

Employees are entitled to two days Compassionate Leave when a member of the employee's immediate family or household member contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.

With the approval of their manager, employees may access up to three additional days from their Personal Leave entitlement to supplement.

## 15.3 **Purchased Leave**

Employees may apply to purchase up to four weeks' additional leave per annum (pro-rata for part-time employees).

Purchased Leave will only occur when requested by an employee. A request will not automatically be granted, but will depend upon the requirements of the Business Unit. There is no right of appeal for denied Purchase Leave.

- 15.3.1 Purchased Leave is where employees have period(s) of one, two, three or four weeks of unpaid leave, which is funded by salary deductions, spread evenly over the year. This allows employees to continue to receive pay during the period(s) of Purchased Leave.
- 15.3.2 Applications for Purchased Leave must be made by the first of May each year to the General Manager or nominee.
- 15.3.3 Purchased Leave can only be taken in whole week blocks.
- 15.3.4 Purchased Leave must be utilised in the financial year in which it is purchased or it will be lost.
- 15.3.5 Purchased Leave will count as service.
- 15.3.6 Approval of Purchased Leave will be determined by the relevant General Manager in consultation with the relevant Manager.
- 15.3.7 An employee's fortnightly deductions will remain unchanged if they elect to be part of the Purchased Leave scheme.
- 15.3.8 Where an employee/employer requests cancellation of the Purchased Leave before the leave has been taken due to exceptional circumstances, and this is agreed, a refund of the salary will be paid as a lump sum.
- 15.3.9 Where an employee ceases paid employment during the year in which the Purchased Leave has been approved, a reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for, and an appropriate recovery or payment is made.

## 15.4 Parental Leave

15.4.1 An employee (excluding casual employees) shall be granted Parental Leave on full pay for a consecutive period of twelve weeks' absence in the case of the mother, and one week's absence in the case of the partner of the mother provided that:

- a) the employee has completed 12 months continuous service with the City of Unley immediately prior to qualifying for the paid Parental Leave;
- b) the employee must apply in writing to the relevant General Manager for paid Parental Leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child of the employee;
- c) in the case of Maternity Leave, the period of thirteen weeks absence shall be taken in one consecutive block within the twelve month Parental Leave period to commence on any date nominated by the applicant during the period of Parental Leave;
- d) in the case of the partner of the mother, the one week period of leave shall be taken within the first three months of the birth of the child;
- e) any public or other statutory holiday that falls within the period of Parental Leave shall be counted as a day of such Parental Leave; and
- f) 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 Personal Leave.

15.4.2 In the circumstance of a male employee being the father and primary carer of the child, the provisions of 15.4.1 (a) to (c) herein, as it applies to the mother of the child, shall apply. In such circumstances, the employee shall be required to provide suitable evidence, to the satisfaction of the employer, as to their relationship with the mother of the child.

15.4.3 An employee, who submits evidence that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall have an entitlement to twelve weeks' paid Parental Leave, subject to the provisions of 15.4.1 (a) to (c) herein.

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

## **CLAUSE 16 : FLEXIBILITY IN WORKING HOURS**

This section of the Agreement is aimed at supporting a flexible workforce, which is customer responsive whilst maintaining a competitive cost structure.

### **16.1 Ordinary Hours of Work**

16.1.1 The ordinary hours of work of a full time employee shall be 76 hours per fortnight (8.44 hours per day/9 day fortnight) with a Rostered Day Off (RDO) accruing each fortnight.

16.1.2 The ordinary hours of work excluding public holidays, are not to exceed 10 hours in any one day, and are to be worked between the span of 6.00 am to 7.00 pm Monday to Friday.

16.1.3 With the agreement of both parties, up to 10 additional hours per fortnight can be worked Monday to Friday between 7.00am and 6.00pm without attracting penalty payments. Such agreement is not to be unreasonably withheld. The purpose of this clause is to enable the completion of programmed or scheduled work which would create an unreasonable additional cost or restrict the public's use of infrastructure if the work was held over until another day/time.

16.1.4 Start and finish times and the taking of RDOs are as mutually agreed between the employee and their Manager.

## **16.2 Written Hours Agreement**

16.2.1 Where an employee's ordinary time hours cannot be worked in accordance with sub-clause 16.1.1, 16.1.2 and 16.1.3 above, a written hours agreement, as mutually agreed, between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee.

16.2.2 In the hours agreements the overtime/penalty time as contained in sub-clause 16.3 and 16.4 shall apply, unless some other compensating benefit is otherwise agreed between the employer and the employee.

## **16.3 Penalties**

16.3.1 Penalty payments shall not apply to employees who perform work outside of their ordinary working hours.

16.3.2 Penalty payments shall apply to employees whose normal (ordinary) working hours are outside of the ordinary span of hours i.e. before 6am and after 7pm. Penalty payments shall be in accordance with Clause 6.1.3 of the Award (Early Starts/Late Finishes). Employees engaged in garbage collection will be entitled to penalty payments.

## **16.4 Overtime**

16.4.1 All overtime worked Monday to Saturday inclusive will be paid at one and a half times the current base rate. This remains constant no matter how many hours are worked.

16.4.2 Any hours accrued as overtime can be accumulated and taken as time off in lieu, added to the Accrued Time Bank or paid at the overtime rate. Where overtime is banked in the Accrued Time Bank or

taken as time off in lieu, the time accrued is equivalent to the hours payable.

16.4.3 The working of additional hours must be with prior authorisation.

## 16.5 **Callout**

A seven day roster system for callouts will be maintained. The nominated on call employee for the seven day period will be equipped with a phone and fully equipped vehicle. The vehicle is for commuter use only, to and from the place of work. 'On call employees' shall be paid an allowance of \$141.30 per week, adjusted annually in line with scheduled salary increases under this Agreement. Where an 'on call employee' is called out, payment will be at double time for a minimum of three hours at the minimum of the IE5 rate. Any additional staff called out will be paid in accordance with the Award.

## 16.6 **Accrued Time Bank**

16.6.1 Approved hours worked outside of ordinary hours as specified in subclause 16.1 may be placed in the Accrued Time Bank.

16.6.2 By mutual agreement, RDOs may be rescheduled to be taken within the same fortnight at the employee or team leader's/manager's request. Where the RDOs cannot be taken within the same fortnight, the time to be banked will accrue on the following basis:

- where the employee requests the change – hour for hour irrespective of how many hours are worked within the fortnight
- where the team leader/manager requests the change, time will accrue at one and a half times for every hour worked over 76 in the fortnight.

16.6.3 Accrued time can only be taken with the approval of the team leader or manager.

16.6.4 The accrued time bank balance must not exceed 42.2 hours and accrued time may be taken in single days, parts thereof or groups of days up to five. Any accrued time paid out will be at ordinary rates.

16.6.5 This sub clause excludes casual employees.

## **CLAUSE 17 : ABSORPTION OF ALLOWANCES**

The parties agree that the past increases granted pursuant to all Enterprise Agreements, include the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the Award with the exception of the Meal Allowance and the Motor Vehicle Allowance.

## **CLAUSE 18: FIXED TERM CONTRACTS**

- 18.1 In keeping with Council's position on contestability, this Agreement provides for fixed term contracts of employment for up to two years for temporary or new contracts.
- 18.2 Mindful of the objective of maintaining the size of the permanent workforce, the Council will use these contract positions for specific purposes to ensure total flexibility of the workforce.

## **CLAUSE 19: PERMANENT PART TIME EMPLOYMENT**

Council and employees recognise that there are advantages provided through part time employment and job sharing arrangements.

- 19.1 All employees are entitled to apply to work on a part time or job share basis. Council will consider applications on their merit, taking into account operational requirements and individual needs. Agreement to work part time or job share shall not be unreasonably withheld.
- 19.2 No current permanent full time employee will be forced to work on a part time or job share basis.
- 19.3 The normal working hours of a part-time employee may be changed by mutual agreement to meet the short term requirements of either party or in respect of an increase or decrease in normal hours of duty.
- 19.4 Where a part time employee agrees, he/she may work up to 38 hours per week, to be paid at the ordinary rate of pay. Additional hours worked above 38 hours per week or outside the ordinary span of hours shall be paid in accordance with Clause 16, herein.
- 19.5 Every endeavour shall be made to provide the employee with reasonable notice of a requirement to work additional hours.
- 19.6 Leave entitlements shall be calculated on a pro-rata basis for all hours worked and paid at the ordinary rate of pay.

## **CLAUSE 20: HIGHER DUTIES**

- 20.1 "Higher Duties" refer to any duties carrying a higher rate of pay than the employee's substantive classification (and including mixed functions).
- 20.2 An employee engaged in higher duties for greater than two consecutive days (each occurrence) will be paid at the higher rate.
- 20.3 Where the actual performance of higher duties becomes a normal and constant feature of the employee's substantive position (for an accumulated

period of 600 hours in a 12 month period), then the employee will be reclassified to that level.

- 20.4 The above provision shall not apply to one-off situations whereby an employee performs duties to cover the absence of another employee on long service leave, maternity leave, workers compensation or extended annual or sick leave.
- 20.5 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employee's position (for an accumulated period of 1500 hours in a 12 month period), then the employee will be reclassified to that level.
- 20.6 An employee may be offered an extended period of higher duties to provide coverage for other employees taking extended periods of leave or for special project work/supervision. This will occur through mutual consent and will be recorded in writing between the parties acknowledging that following the period of "acting up" the employee performing higher duties will revert to their substantive pay and position.
- 20.7 Where 20.6 has been used and an employee has performed higher duties for a continuous period of six months, Council agrees to review the status of the higher duties to determine whether the duties should continue on a temporary basis or are of a permanent nature. Where it is found that the duties are of a permanent nature, the employee shall be reclassified to the higher classification.
- 20.8 Where an employee has undertaken higher duties for a continuous period of six months or more, any annual leave, sick leave or long service leave that accrued during this period and is taken during or immediately following this period, will be paid at the higher classification rate.

## **CLAUSE 21 : POSITION CLASSIFICATION**

- 21.1. An employee wishing to have their classification reviewed may do so by applying in writing to their General Manager. The following process shall be followed:

### **Stage 1**

The employee shall complete the Application for Reclassification and include the following:

- a copy of their current job description;
- a statement outlining the changes to their role, and the reasons for the changes;
- a proposed revised job description;
- any other documentation of evidence to support their claim.

## **Stage 2**

The General Manager shall have the Application for Reclassification assessed, ensuring that a fair and proper process has been followed. The assessment process will include Council's HR advice, and may include conducting interviews and engaging the services of an independent consultant.

Following completion of the assessment process, the General Manager shall refer the application to the Chief Executive Officer, and include a recommendation as to the appropriate classification for the position.

## **Stage 3**

The Chief Executive Officer shall make a decision and advise the employee's General Manager.

## **Stage 4**

The employee shall be advised in writing, and a copy placed on their personnel file.

- 21.2 Where a reclassification is approved, payment at the new classification level shall take effect from the date the application is received by the employer.
- 21.3 The General Manager or their nominee shall supply relevant feedback to the employee if they did not meet the classification criteria.
- 21.4 Any employee not satisfied with the determination may access the Grievance Settlement Procedure, herein.

## **CLAUSE 22 : DRIVERS' LICENCES**

- 22.1 An employee who requires a license to perform their normal duties must advise their supervisor if they lose their license.
- 22.2 All reasonable steps will be taken so that the employee can pursue normal duties within the scope of the restrictions. Where this is not possible, the employee may be required to access any accrued annual or long service leave entitlements, and then leave without pay up to a maximum period of twelve months.
- 22.3 In the event of an employee losing his/her license for a period greater than twelve months, their employment with Council may be terminated.



## **CLAUSE 23: EMPLOYEE SUPPORT PROGRAM**

### **23.1 Corporate Health and Fitness**

Council is committed to the development of a healthier workforce. A number of programs will be available aimed at increasing employees' awareness on issues which have an impact on their general well-being.

### **23.2. Employee Assistance Program**

- 23.2.1 The employee assistance program focuses on the psychological and the emotional support of staff, in so far as to minimise psychological hazards.
- 23.2.2 For employees suffering the effects of stress, no matter what the cause, appropriate support will be offered.
- 23.2.3 A seven day week, twenty-four hour a day counselling service will be made available to all employees covered by this Agreement. Should the need arise for longer term counselling, this will be provided after negotiation with the employee.

## **CLAUSE 24 : MOVEMENT OF STAFF RE-GAINS**

The parties agree to changes in the composition of workgroups and teams in situations where significant gains are either possible, or have been made, to provide increased productivity and service delivery. Changes will be discussed at the Workplace Consultative Committee (WCC) level and will mainly occur to seek improved productivity and service delivery in areas that need additional resources or to create new services.

## **CLAUSE 25 : GRIEVANCE SETTLEMENT PROCEDURE**

- 25.1 The parties agree to the principle of 'natural justice' for all employees. Hence a formalised grievance process is available to all employees to ensure they are treated fairly and equitably.
- 25.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 25.3 The following grievance settlement procedures should be followed (excluding grievances related to Fair Treatment – the City of Unley has a policy and procedures related to these grievances).

### **Stage 1**

Employees should, in the first instance, seek to resolve any disputes with the relevant supervisor. Conversely, supervisors should seek to resolve any

dispute with the employees concerned. Should it be inappropriate for any employee to speak to a supervisor, they can move to Stage 2 of the process.

### **Stage 2**

If the matter is not resolved at Stage 1, an aggrieved employee may report the issue to a Workplace Representative. The Representative and the aggrieved employee will discuss the issue with the employee's manager in order to seek a resolution.

### **Stage 3**

If not resolved at Stages 1 and 2, the issue is to be referred to the Chief Executive Officer or relevant General Manager who will liaise with the Union Industrial Officer/Organiser where requested by the employee to do so.

### **Stage 4**

If not resolved at Stage 3, the grievance will have escalated to dispute status and referred to the South Australian Industrial Relations Commission for conciliation and if necessary, arbitration. The process contained in Stages 1 to 3 should be completed within seven days of the issue being raised at Stage 1.

- 25.4 At any stage of the above process, the parties agree to maintain the status quo and the employee shall continue working until the matter is resolved.
- 25.5 Nothing in this process prevents the employee from involving the Union Industrial Officer/Organiser, at any stage.
- 25.6 Human Resources may provide advice and assistance at any stage of the process.

## **CLAUSE 26 : DISPUTE RESOLUTION**

- 26.1 Any disputes arising under this Agreement shall be dealt with through the following steps:
- a) either party shall raise the matter with the other through formal written communication and attempt to resolve the issue by negotiation;
  - b) should this step not reach a satisfactory conclusion the matter can then be referred to the WCC;
  - c) if this does not succeed then the matter may be referred to the South Australian Industrial Relations Commission for it to exercise its conciliation powers; and
  - d) if the conciliation does not resolve the matter then the parties will place it before the South Australian Industrial Relations Commission for arbitration.

## **CLAUSE 27: INCOME PROTECTION**

- 27.1 The employer will maintain a Personal Accident and Illness Insurance Plan for employees covered by this Agreement. Coverage is subject to the terms and conditions of the Insurance Policy and currently provides 24 hour sickness and accident cover for loss of income for a maximum 104 weeks.
- 27.2 This clause shall not apply to employees employed on a casual basis.

## **CLAUSE 28 : WAGE INCREASE – QUANTUM AND TIMING**

- 28.1 Employees covered by this Agreement shall be entitled to the following wage adjustments:
- 28.1.1 3.6% shall be paid on existing wage rates commencing from the first full pay period to commence after 1 July 2011.
- 28.2 Salary rates and increases that shall apply under this Agreement are attached at Appendix A.

## **CLAUSE 29 : SUPERANNUATION**

The City of Unley must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

29.1 For the purpose of this clause:

“Local Super Scheme” means the superannuation scheme established and maintained under the Local Government Act 1999, SA known as Local Super SA/NT.

29.2 “Superannuation contributions” means:

- a) contribution which the employer is required to pay under the terms of the rules governing the Local Super Scheme;
- b) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992;
- c) percentage contribution as per the Award on employee’s ordinary time earnings; and
- a) any additional contributions which the employer agrees to pay in respect of an employee.

29.3 Until 31 December 2011, the employer is required to make employer superannuation contributions for each employee into Local Super. From 1 January 2012, employees will have a choice as to which fund they wish their contributions to be made.

Local Super will remain the default superannuation fund for the employer’s employees.

From 1 January 2012, employees will be entitled to choose the fund into which their employer superannuation contributions will be made. If an employee does not nominate an alternative fund, the employer superannuation contributions will be made to Local Super as the default fund.

“Local Super” means the superannuation scheme established under the Local Government Act 1934 for (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA), 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 and as amended from time to time.

The amount of the employer contribution will be:

- a) For each employee who is making “Salary Link” 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 as advised by Local Super from time to time to finance the Salary Link benefit for the employee, and
- III. Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salary Link" contributions have the meaning given to that term under the Trust Deed.

- b) For each other employee:
  - I. Contributions which the employer must pay to a superannuation fund in order to avoid from 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 30 : SALARY SACRIFICE**

- 30.1 An employee may elect to sacrifice any amount from their fortnightly pre tax salary to:
- make additional superannuation contributions to the Local Super Scheme
  - enter into a novated lease arrangement for a motor vehicle.
- 30.2 Salary sacrifice contributions made by the employee will be treated as employer contributions and may be subject to superannuation surcharge and are likely to be preserved.
- 30.3 The employee's gross salary for all purposes shall be the pre-sacrifice salary.
- 30.4 The parties agree that salary sacrificing will not result in additional cost to the Council, including Fringe Benefits and Employer Contribution taxes. Any such costs incurred through a salary sacrifice arrangement shall be met by the employee. This means that contributions made to the Local Super Scheme will be adjusted to take account of taxation payable in relation to those contributions.
- 30.5 The employee may elect to withdraw from the salary sacrifice scheme at any time.
- 30.6 Salary sacrifice is provided in accordance with the City of Unley's Salary Sacrificing Policy, as amended from time to time.

### **CLAUSE 31 : CONTINUOUS IMPROVEMENT**

- 31.1 All employees covered by this agreement are required to meet the Field Staff Expectations as shown in Appendix B.
- 31.2 All employees shall commit to attending all scheduled training provided by the City of Unley both internally and externally unless there are extenuating circumstances. Employees recognise that attendance at training will be a requirement in ensuring their own career development and also compliance for both the employee and organisation with the relevant Occupational Health, Safety and Welfare standards.
- 31.3 All employees shall commit to attending all scheduled Road Shows by the City of Unley internally unless there are extenuating circumstances. Employees will also acknowledge the importance of attending all Road Shows as a means to remain abreast of Council activities and any new information regarding the workforce.
- 31.4 All employees shall take their allocated 4 weeks annual leave and those employees with a backlog of annual leave to be taken will achieve compliance, with the leave policy during the life of this Agreement. Employees shall cooperate in the planning of annual leave through participating in rostering system that seeks to ensure the needs of employees and the business are met.
- 31.5 Where it can be demonstrated that there has been 100% compliance by an employee consistent with 31.2, 31.3 and 31.4 that employee will receive a fifty (50) dollar voucher at the end of the life of the agreement.

### **CLAUSE 32 : CITY OF UNLEY VALUES**

- 32.1 All employees covered by this agreement shall demonstrate a commitment to the City of Unley Values as outlined in Appendix C.

### **CLAUSE 33 : NO FURTHER CLAIMS**

- 33.1 The Union undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 33.2 This Enterprise Agreement shall not preclude increases granted by State Wage Case Decisions for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**CLAUSE 34 : SIGNATORIES**

Signed for an on behalf of

***The Corporation of the City of Unley***

..... Christine Umapathysivam  
**Acting Chief Executive Officer**

..... **Witness**

on this ..... day of ..... 2011

***Australian Workers Union (South Australian Branch)***

..... **Branch Secretary**

..... **Witness**

on this ..... day of ..... 2011

**APPENDIX A - SCHEDULE OF WAGE RATES**

	<b>1 July 2011 3.6% increase</b>	
<b>Pay Grade</b>	<b>HOURLY AMOUNT</b>	<b>ANNUAL</b>
	<b>\$</b>	<b>\$</b>
IE1	\$24.52	\$48,445.67
IE2	\$25.14	\$49,676.79
IE3	\$25.75	\$50,886.88
IE4	\$26.36	\$52,094.64
IE5	\$26.97	\$53,302.39
IE6	\$27.60	\$54,531.17
IE7	\$28.21	\$55,750.60
IE8A	\$29.19	\$57,670.86
IE8B	\$29.46	\$58,203.48
IE9A	\$30.28	\$59,829.40
IE9B	\$31.13	\$61,509.04
IE10A	\$32.01	\$63,242.41



## **APPENDIX B - FIELD STAFF EXPECTATIONS**

- Employees must comply with the Standards of Dress Policy.
- Timesheets and Leave Entitlement Forms must be handed in on time, are correct and signed off by the employee's relevant team leader and/or coordinator.
- Morning breaks are held at the work-site, unless a return to the Depot is required for operational reasons.
- Morning and lunch breaks are adhered to (9.00 am -9.20 am and 12-12.30 pm).
- Employees are at work by 7.00am and leaving for the work site as quickly as possible.
- Teams should not return to the Depot less than 20 minutes prior to finish time.
- Employees must not leave the Depot earlier than 3.56 pm without the approval of a Team Leader/Coordinator/Manager.
- 'Record of Work Site Signage' forms are completed as required.
- Overtime is only undertaken when it is necessary to meet operational requirements and is approved by the appropriate Team Leader/Coordinator/Manager. Hours worked are monitored and correctly recorded on staff timesheets.
- Timebank is monitored to ensure compliance with Enterprise Bargaining Agreement requirements and is approved by the appropriate Team Leader/Supervisor/Manager.
- Plant and machinery is maintained in accordance with servicing and Occupational Health and Safety requirements.
- Team Leaders/Managers are provided with the appropriate notification when staff schedule personal and annual leave.
- All leave taken must be approved by the relevant Team Leader/Coordinator/Manager.

## APPENDIX C - CITY OF UNLEY VALUES

### **We:**

- believe that everyone should be treated with **dignity** and **respect**
- **listen** to our colleagues and our community and we are **interested** in what they have to say
- value **honesty, integrity** and **difference**
- are **positive** and **take responsibility** for what we do
- **aim high, challenge** ourselves and **take risks**
- **support** each other and together we **grow, learn** and **improve**
- are **proud** of each other and our community and we **celebrate** our achievements.

## APPENDIX D - DEPOT/INFRASTRUCTURE CLASSIFICATION REVIEW

### Field Staff Expectations and Values (Attached)

This attachment to the criteria outlines the organisations expectations on team leaders and leading workers in meeting the organisations standards in leadership. For any reclassification or above award classification payments to be considered, demonstrated compliance and enforcement of these expectations and values would need to exist.

### **CLASSIFICATION CRITERIA**

The following responsibility criteria will be used for the assessment process when determining classification levels. For all levels, assessments will be undertaken by the Operations Manager or Asset Manager (where reporting manager), with the final approval of the General Manager, Urban Services and Chief Executive Officer.

#### Classification Level

#### Criteria

<p><b>Team Leader/Project Leader IE9</b></p> <p><b>EB Level IE9A-9B</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Team Management:</b> Leads a team of several staff, including assigning staff to tasks and projects, providing regular feedback, effectively managing the performance of others, and assisting in the recruitment of staff. Frequently monitors and assesses work “on site” against agreed standards and measures.</li> <li>• <b>Technical:</b> Provides high level technical advice on assets of responsibility to staff, other teams and departments and management. Participates in on ground work and the delivery of works required</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Implements OHS&amp;W programs, policies and procedures within their teams.</li> <li>• <b>Asset Management:</b> Coordinates the construction and maintenance of several assets as defined within Asset Management Plans, schedules and capital works programs.</li> <li>• <b>Financial Management:</b> Contributes to the preparation of budgets, and manages a range of budgets to deliver defined asset management and service delivery outcomes, including budget establishment and monitoring within corporate parameters (utilising Council’s budgeting software).</li> <li>• <b>Purchasing:</b> Utilises Council’s electronic purchasing software to purchase goods and services. Alternatively, demonstrated compliance and use of the purchase ordering process undertaken through depot operations.</li> <li>• <b>Customer Service:</b> Liaises with residents and community organisations via structured consultation processes, and addresses and resolves resident complaints.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and reported, and required improvements implemented.</li> <li>• <b>IT:</b> Proficient in Dataworks and other computer applications relevant to the role.</li> <li>• <b>Project Management:</b> Plans, implements and manages services and projects on time and within budget.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b> Possesses tertiary qualifications (Certificate 4 level or higher) in management/leadership, and has demonstrated experience in related technical and supervisory/leadership areas.</p>
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<p><b>Team Leader/Project Leader IE8</b></p> <p><b>EB Level IE8A</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Team Management:</b> leads a team of several staff, including assigning staff to tasks and projects, providing regular feedback, effectively managing the performance of others, and assisting in the recruitment of staff. Frequently monitors and assesses work “on site” against agreed standards and measures.</li> <li>• <b>Technical:</b> Provides high level technical advice to staff, teams and management on assets of responsibility. Participates in on ground work and the delivery of works required.</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Implements OHS&amp;W programs, policies and procedures within their teams._</li> <li>• <b>Asset Management:</b> Coordinates the construction or maintenance of several assets as defined with Asset Management Plans, schedules or capital works programs._</li> <li>• <b>Financial Management:</b> Regularly monitors defined budgets within corporate parameters._</li> <li>• <b>Customer Service:</b> Addresses and resolves individual residents’ complaints.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and reported, and required improvements implemented._</li> <li>• <b>IT:</b> Proficient in Dataworks and other computer applications relevant to the role._</li> <li>• <b>Project Management:</b> Plans, implements and manages services and projects on time and within budget.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b> Possesses tertiary qualifications (Certificate 4 level or higher) in management/leadership, and has demonstrated experience in technical and supervisory/leadership.</p>
<p><b>Leading Worker IE7</b></p> <p>Leading Worker IE7 is aimed at promoting the development of the skills, knowledge and capabilities that prepare IE6 Leading Workers for higher level team leader positions.</p>	<ul style="list-style-type: none"> <li>• <b>IT:</b> Proficiency in Dataworks and other computer applications relevant to the role.</li> <li>• <b>Performance Measurement:</b> Ensures performance-measuring data is collected and the team’s performance is measured.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council’s Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to undertake short and long term planning for task completion, with minimal supervision and direction. Ensure completion within specified timelines. In consultation with relevant team leader identify, prepare and implement longer term strategic goals and plans.</li> </ul> <p><b><u>Qualifications</u></b></p> <ul style="list-style-type: none"> <li>• Possesses tertiary qualifications (Certificate IV level or higher) in management/leadership.</li> <li>• Possesses a Certificate III level or higher qualification in an area relevant to the Depot’s operations.</li> <li>• Possesses or is undertaking a recognised post-trade or Certificate IV qualification relevant to the Depot’s operations.</li> </ul> <p>To attain a Leading Worker IE7 qualification, leading workers must meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities, and have a high level of competence in the areas of people leadership, customer service, technical capability and asset management.</p>

<p><b>Leading Worker IE6</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Leadership:</b> Provides on-the-job direction to several staff in relation to task completion in accordance with set specifications, service delivery standards and timeframes, and complies with Council's policies, procedures and guidelines.</li> <li>• <b>Occupational Health, Safety and Welfare:</b> Ensures team members comply with Council's Occupational Health and Safety Policy and procedures, including complying with SOPs and risk management.</li> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Advice:</b> Provides high level technical advice and solutions to staff on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to plan and coordinate tasks on a weekly basis with minimal supervision and direction, and ensure completion within specified timelines. In consultation with relevant team leader, identify, prepare and implement longer term goals and plans.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• Possesses tertiary qualifications (Certificate III level or higher) in management leadership.</li> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>To attain a Leading Worker IE6 qualification, leading workers must meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities, and have a high level of competence in the areas of customer service and technical capability.</p>
<p><b>IE5 Senior Skilled Worker</b></p>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Leadership:</b> Provides on-the-job direction as required to staff at a lower classification level in relation to task completion. Tasks to be completed in accordance with set specifications, service delivery standards and timeframes, and ensure operations comply with Council's policies, procedures and guidelines.</li> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show high level technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> <li>• <b>Planning:</b> Ability to plan and coordinate tasks on a daily basis with minimal supervision and direction, and ensure completion within specified timelines.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>The following positions have been classified outside of the above criteria to be IE5:</p> <ul style="list-style-type: none"> <li>• Pest Control Officer (qualified)</li> <li>• Heavy Plant Operator</li> <li>• Backhoe Operator</li> <li>• Street Sweeper Operator</li> <li>• Footpath Sweeper Operator</li> <li>• Parks Sport and Recreation Team Member (Senior)</li> <li>• Arboriculture Team Member (CATT trained or equivalent)</li> </ul> <p>To attain a Leading Worker IE5 classification, Senior Skilled Workers must</p>

	meet the criteria and be assessed as a consistent high performer in the achievement of work activities and responsibilities.
<b>IE4 Skilled Worker (Qualified)</b>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Customer Service:</b> Addresses residents' complaints in an endeavour to resolve their concerns.</li> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show high level technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations.</li> </ul> <p>The following position has been classified outside of the above qualification criteria to be IE4:</p> <ul style="list-style-type: none"> <li>• Response Team Member</li> </ul>
<b>IE3 Skilled Worker (Non qualified)</b>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Technical Knowledge:</b> Demonstrated ability to show technical knowledge and solutions to problems and issues on the job.</li> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations is not required for classification as an IE3.</li> </ul> <p>The following are examples of tasks that are considered applicable to classification IE3:</p> <ul style="list-style-type: none"> <li>- Irrigation maintenance</li> <li>- Landscape</li> <li>- Chainsaw operator</li> <li>- Tree pruning</li> <li>- Concrete finishing</li> <li>- Kerb laying</li> <li>- Bitumen work</li> <li>- Mechanical work</li> <li>- Levels/survey assistance</li> <li>- MR truck driving</li> </ul>
<b>Progression from IE2 to IE3</b>	<p>Preparedness to undertake training or proven competency in a wide range of relevant IE3 skilled tasks as outlined above.</p> <p>Assessment to be competency based.</p>
<b>IE2 basic tasks</b>	<p><b><u>Responsibilities:</u></b></p> <ul style="list-style-type: none"> <li>• <b>Values and Field Staff Expectations:</b> Demonstrates commitment, compliance and performance in relation to Council's Values, Field Staff Expectations (attached) and Enterprise Bargaining Agreement.</li> </ul> <p><b><u>Qualifications:</u></b></p> <ul style="list-style-type: none"> <li>• A recognised Trade qualification in an area relevant to Depot operations is not required for classification as an IE2.</li> </ul> <p>The following are examples of tasks that are considered applicable to classification IE2:</p> <ul style="list-style-type: none"> <li>- Weeding</li> <li>- Sweeping/litter</li> <li>- Cleaning</li> <li>- Hand tool operation</li> </ul>

	<ul style="list-style-type: none"><li>- Lawn mowing</li><li>- Whipper snipper</li><li>- Truck driving</li><li>- Pruning/cutting</li><li>- Hand spraying (weeks)</li><li>- General labouring</li></ul>
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