

CITY OF UNLEY SWIMMING CENTRE AGREEMENT 2010

File No. 2970 of 2010

This Agreement shall come into force on and from 1 July 2010 and have a life extending until 30 June 2013.

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



DATED 12 JULY 2010.

COMMISSION MEMBER



CITY OF UNLEY SWIMMING CENTRE AGREEMENT 2010

UNDERTAKING INSERTED PURSUANT TO SECTION 79(9)

THAT in relation to **Clause 17: Leave**, Corporation of the City of Unley will comply with the definition of Family, as stated within the *Fair Work Act 1994*.

COMMISSION MEMBER

DATED 12th July 2010



CITY OF UNLEY SWIMMING CENTRE AGREEMENT 2010

This Collective Agreement is made between the City of Unley and its employees employed within the Swimming Centre. 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 Swimming Centre Agreement 2010.

CLAUSE 2 : ARRANGEMENT

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CLAUSE 3: DEFINITIONS

'Agreement' means the City of Unley Swimming Centre Agreement 2010.

'Annual Close Down' shall mean the period from when the Swimming Centre is closed during May to the period when the Swimming Centre is re-opened in September.

'Centre Management' can refer to the Centre Manager and any combination of Operations Manager, Programs and Events Coordinator, Duty Supervisor or Senior Lifeguard.

'Consultation' is a process that considers employees' interests in the formulation of plans, and provides them with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

'Dispute' means any individual or collective issue concerning the application of this Agreement.

'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 City of Unley and the City of Unley Swimming Centre employees.

'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 a person duly elected by the Swimming Centre 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 employees will embrace measures aimed at achieving improved customer service and productivity.
- 4.2 The Agreement aims to assist in building on a culture that provides flexibility, teamwork and valuing people as individuals. Priority will be given to establishing career paths and investigating opportunities to recognise required qualifications gained. Of utmost importance is the provision of a safe and supportive working environment. This will be continued through the current consultative mechanisms.
- 4.3 It aims for a culture that is innovative and provides outstanding customer service. Ideas and constructive change will be encouraged from every employee.
- 4.4 It acknowledges that the Swimming Centre employees have shown significant commitment to the Centre, placing it in an excellent position. This Agreement aims to ensure that the momentum is maintained and built upon.
- 4.5 The City of Unley values are a shared understanding of how we work with each other and our community. All employees are expected to demonstrate a commitment to the City of Unley Values.

CLAUSE 5: PERIOD OF OPERATION

- 5.1 This Agreement shall be effective from 1 July 2010 (or date of certification) and remain in force until 30 June 2013.
- 5.2 The City of Unley is committed during the life of this Agreement to negotiate collectively with employees party to this Agreement and their representatives.

CLAUSE 6 : PARTIES BOUND

This Agreement shall be binding on the City of Unley in respect of its employees employed at the Unley Swimming Centre, excluding the Swimming Centre Manager.

The parties agree that nothing in this Agreement shall preclude them from entering into negotiations to vary this Agreement where a specific need is mutually agreed.

CLAUSE 7 : RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read in conjunction with the Local Government Employees' Award and Municipal Officers' (SA) Award in force at the time of making this Agreement, provided that:

- 7.1.1 any increases to either Award allowances shall continue to apply;
- 7.1.2 subject to 7.1.1 above, where there is any inconsistency between either Award and this Agreement, this Agreement shall take precedence.

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

The parties agree that the effective operation of this Agreement is dependent upon open and honest communication and trust between the parties. Regular meetings will be held to share information with all employees, and to ensure that they have the opportunity to have their opinions heard.

CLAUSE 10: CHANGE MANAGEMENT

The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential. As soon as a change in positions, roles or structures 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 11: JOB SECURITY

There shall be no forced redundancies of employees as a result of any change process.

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 12: CLASSIFICATION STRUCTURE

The classification structure applicable to the Centre is provided in Appendix A – Schedule of Wage Rates. The structure provides a summary of the responsibilities applicable to each classification and the applicable wage rate.

Each classification has a number of steps, and employees will be placed on the step that corresponds to their experience gained at the City of Unley within that classification.

Where an employee has previously worked in the industry, recognition of this experience will be acknowledged. A ratio of 4:1 will be used to determine the hours service entitled to the employee.

Example – 100 hours experience = 25 hours City of Unley recognition.

This is individual to each role.

All prior recognition must be verified by previous employers and presented to the Swimming Centre Manager. It is the responsibility of the applicant to provide this information. The classification of an employee will be determined via negotiation with the Swimming Centre Manager.

The last step in each classification is a development step which is designed to equip employees with the skills and experience to move into higher classified positions. Appointment to this step is at the discretion of the Swimming Centre Manager and is subject to employees satisfactorily completing any required training and meeting any competencies outlined in the Swimming Centre Training Plan.

This clause will be applicable to any new employees who commence service with the City of Unley on or after the date of this Agreement (1 July 2010).

CLAUSE 13: ANNUAL SALARIES

The wages applicable to each classification are prescribed by Appendix A of this Agreement. Wages will be paid fortnightly. In accordance with clause 18.1 of this Agreement, employees engaged on an annual fixed term contract or permanent basis work additional hours during peak periods but receive additional free time during annual close down to compensate. In this case, employees shall receive 1/26th of the prescribed wage each fortnight paid over the entire year. In the event that an employee leaves the employer's employ prior to the completion of a full year of employment, the number of weeks worked will be multiplied by 38 to determine the aggregate hours sufficient for the payment of the wages. Any additional hours shall be paid out at the ordinary hourly rate, that is, the annual salary divided by 1976.

CLAUSE 14: REDEPLOYMENT AND CAREER ENHANCEMENT

- 14.1 The City of Unley places a high priority on the retention of its employees and emphasis will be placed on retraining and developing appropriate career paths.
- 14.2 Employees and their Workplace representatives, as elected from time to time, shall be informed of the nature of any changes being considered that may result in the redeployment of any employees.
- 14.3 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.
- 14.4 Redeployment and career enhancement
- 14.4.1 Every endeavour will be made to identify a position for the displaced employee at the same classification level or higher.
- 14.4.2 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.
- 14.4.3 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).
- 14.4.4 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.
- 14.4.5 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 15: TARGETED VOLUNTARY SEPARATION PACKAGES (TVSPs)

- 15.1 Where an employee has indicated that they do not wish to pursue redeployment at a lower classification in accordance with Clause 14 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.
- 15.2 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 16: SECONDMENT AND DEVELOPMENT

- 16.1 The performance of the Business Unit is significantly dependent on the effectiveness of its learning and development programs and strategies.
- 16.2 The Performance Development and Review system will continue for the life of this Agreement. As part of this program, personal development plans may be developed by employees in consultation with their Managers.
- 16.3 The City of Unley agrees to facilitate a broad range of training and development opportunities. Within these alternatives, employees may apply for secondment to all levels of government and public sector organisations, provided that the needs of the organisation remain paramount.

CLAUSE 17: LEAVE

17.1 Personal leave

The entitlement for Personal Leave accrued under the Local Government Employees' Award or the Municipal Officers' (SA) Award can be used:

- for absences from work due to personal illness (excluding any workers' compensation related injury);
- for 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 carer's 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 can not 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 medical evidence of illness 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
- 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, stepparent, grandparent, grandchild, sibling, stepsibling or sibling in law of an employee.

The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

17.2 Compassionate Leave

Employees are entitled to two days Compassionate Leave when a member of their 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 Compassionate Leave.

17.3 Annual Leave

Annual leave shall accumulate at 1/13th of ordinary hours worked with leave to be taken during the annual close down period.

17.4 Parental Leave

17.4.1 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 24 months of 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 twelve 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;
- 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.

17.4.2 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.

17.4.3 An employee who submits evidence that they are an approved applicant for the adoption of a child and who 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.

17.4.4 This clause shall be read in conjunction with Clause 7.4 of the Local Government Employees' Award and Clause 7.5 of the Municipal Officers' (SA) Award.

CLAUSE 18: FLEXIBILITY IN WORKING HOURS

18.1 Ordinary Hours of Work

18.1.1 The ordinary hours of work of a full-time employee shall average 76 hrs per fortnight based upon an annual accumulation of 1976 hours. Employees will work beyond 76 hours during peak periods, and the additional hours will accrue and be taken as paid time off during the Pool's close down period between May and September each year.

18.1.2 The ordinary hours of work for a part-time employee shall have a nominated average number of hours per fortnight based upon a proportion of full time hours. An example of this is an employee engaged on a 0.8 full-time equivalent basis shall average 60.8 hours per fortnight. All conditions applicable in this agreement for full time employees shall also apply to part-time employees on a proportional basis.

- 18.1.3 Casual employees shall be engaged by the hour and shall receive a 20% loading in lieu of annual leave and personal leave accruals. The minimum engagement for a swimming school or aerobics instructor is one hour, and two hours for all other casual employees.
- 18.1.4 The ordinary hours of work are not to exceed 10 hours in any one day, and may be worked between the span of 5.00 am to 9.00 pm on any day of the week including weekends and public holidays. Special events and swimming carnivals will be the exception.
- 18.1.5 Loadings will only apply to work performed on Public Holidays and will attract a 150% loading which will be paid in addition to the hourly rate in the case of a casual employee, paid on a fortnightly basis. Where it has been agreed with an employee to enter into a salary packaging arrangement, the Public Holiday loading will be incorporated into the package.

Kiosk Attendants will receive loadings in accordance with the Delicatessens, Canteens, Unlicensed Cafes and Restaurants Award (Food and Beverage Assistant).

18.2 Written Hours Agreement

- 18.2.1 Where an employee's ordinary time hours can not be worked in accordance with clause 18.1 above, a written hours agreement, as mutually agreed and documented in writing, between the employee/s and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee/s.
- 18.2.2 In the hours agreement, the overtime/penalty time as contained in clause 18.1.5 shall apply, unless some other compensating benefit is otherwise agreed between the employer and the employee.

18.3 Salary Packaging

The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an arrangement shall be entered into by mutual agreement and recorded in writing.

18.4 Overtime

- 18.4.1 All overtime worked beyond 1976 hours per annum will be paid at one and a half times the current base rate. This remains constant regardless of hours worked. The working of additional hours must be with prior authorisation.

- 18.4.2 Any hours accrued as overtime can be accumulated and taken as time off in lieu, added to the Time Off In Lieu (TOIL) Bank or paid at the overtime rate. Where overtime is banked in the TOIL bank or taken as time off in lieu, the time accrued is equivalent to the hours payable.

CLAUSE 19: ABSORPTION OF ALLOWANCES

For employees employed pursuant to the Local Government Employees' Award, all work and expense related allowances in Schedules 2, 4 and 5 of the Award have been absorbed, with the exception of the Motor Vehicle Allowance.

For employees employed pursuant to the Municipal Officers' (SA) Award, the Availability Allowance and Meal Allowance have been absorbed.

CLAUSE 20: ADVERSE WEATHER

Where the forecast temperature exceeds 37 degrees Celsius as determined by the Bureau of Meteorology (BOM), Kent Town, at the commencement of a morning shift poolside staff working shifts of 5 hours or longer will be entitled to an additional paid 15 minute break.

The temperature will be determined at the start of the morning shift by the Duty Supervisor, by checking the BOM website and shifts will be altered accordingly.

Management will be responsible for rostering additional staff during periods of extreme weather, shortening rotation time and where necessary reducing rostered hours to ensure patron and staff safety.

CLAUSE 21: CASUAL EMPLOYMENT

The length of casual employment period provisions for employees employed pursuant to the Municipal Officers' (SA) Award, is set at 1200 hours per annum in lieu of 800 hours per annum as provided in the Award.

CLAUSE 22: HIGHER DUTIES

- 22.1 "Higher Duties" refer to any duties carrying a higher rate of pay than the employee's substantive classification (and includes mixed functions).
- 22.2 An employee engaged in higher duties for greater than two consecutive days (each occurrence) will be paid a percentage of the higher classification rate that is individually assessed and mutually agreed.
- 22.3 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.

- 22.4 The above provision shall not apply to one-off situations where an employee performs duties to cover the absence of another employee on long service leave, maternity leave, workers compensation or extended annual or personal leave.
- 22.5 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.
- 22.6 Where 21.5 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.
- 22.7 Where an employee has undertaken higher duties for periods of greater than six months, annual leave, sick leave or long service leave accrued and taken during or immediately following this time shall be paid at the higher rate.

CLAUSE 23: PROGRESSION THROUGH CLASSIFICATION STRUCTURE

Progression through the classification structure is dependant on hours of service in each particular role. The City of Unley will track hours based on hours paid. Once the required hours for a particular role have been reached, the step increment will be automatically achieved and pay rate altered accordingly. Information will be provided to employees indicating the classification level of each individual.

A yearly report will be conducted at the end of the season to inform all Swimming Centre employees of the hours worked in a particular role.

The final progression in the classification structure is offered at the completion of the required hours as outlined in Appendix A. Progression is subject to the employee satisfactorily completing any required training and meeting competencies outlined in the Swimming Centre training plan and is negotiable with Centre Management.

Logical career progression will be based on current Centre employment requirements and resource planning (see Appendix C).

Employees will be given the opportunity to request further training at an end of season performance review conducted in May annually, in advance of them reaching the threshold in the coming year, by the Centre Manager and relevant supervisor.

CLAUSE 24: TRAINING AND DEVELOPMENT

24.1 Training & Study

24.1.1 The parties are committed to ensuring the development of a learning environment with the aim of enhancing productivity, effectiveness of operations and providing realistic career choices and multi-skilling.

24.1.2 The parties agree that training will be employee specific and will be developed through the employee's development and review mechanism. Individual training plans will be developed and revised for each employee in consultation with employees. Training time and course fees will be at the City of Unley's expense.

24.1.3 Business Units through their meeting and planning processes will also give consideration to team training needs.

24.1.4 As a means of providing greater flexibility in the provision of training, and subject to agreement by individual employees, time spent at structured training programs approved by management on a Saturday or other agreed times outside of normal working hours will be taken as time in lieu at ordinary rates.

24.1.5 Skill development will not be limited to formal training programs and study programs. The parties recognise the benefits of staff exchanges between Councils and like businesses and will help facilitate this for employees that wish to participate in such schemes.

24.1.6 Agreed criteria for study assistance:

- a) The course of study has a direct relationship to the employee's current duties, or is within the scope of the duties that may be taken as a consequence of promotion, redeployment or multi-skilling.
- b) An essential component of the proposed course of study has been identified in the current career development plan of an employee, either within their current career direction or a direction that has been identified, and agreed, through the Performance Development system.
- c) The proposed course of study must be consistent with the role and function of Local Government.
- d) Both the needs of the employee and the organisation must be met through the approval of study assistance. Absences on study leave will not have an adverse effect upon the City of Unley's ability to deliver services.

- e) Where study assistance has been granted the following conditions apply:

At the beginning of each semester an employee may choose either:

- i) up to three hours paid time off per week inclusive of travel time for attendance at course lectures, tutorials and exams. Paid time off can only be taken during study semesters (or terms) and not during semester breaks;
 - ii) refund of the prescribed course fees up to \$1 200 per annum on production of evidence of successfully completing the components of the course for which reimbursement of fees is sought and submission of documentary evidence of expenditure.
- f) By mutual agreement between the Manager and employee arrangements can be made for additional study time to be granted provided the time is made up. These provisions apply to both contact and correspondence courses.

CLAUSE 25: LICENCES AND CERTIFICATES

Where an employee is required to hold a Pool LifeGuard Award, Swimming Instructor's qualifications and/or First Aid Certificate, where the qualification and/or certificate expires or is revoked, the employee shall be deemed as unable to meet his/her contractual obligations and employment may be terminated at the discretion of the employer, provided that a reasonable opportunity is afforded to the employee to rectify the deficiency.

CLAUSE 26: EMPLOYEE ASSISTANCE PROGRAM

A seven day a 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 may be provided after negotiation with the employee.

CLAUSE 27: GRIEVANCE SETTLEMENT PROCEDURE

- 27.1 The parties agree to the principle of 'natural justice' for all employees, and a formalised grievance process is available to all employees to ensure they are treated fairly and equitably
- 27.2 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships
- 27.3 Specific procedures are in place for grievances covered under the City of Unley's Fair Treatment Policy. Where the issue is not covered under the Fair Treatment Policy, the following procedures should be adopted:

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 employee 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 or to the Manager Organisational Development. The Representative or Manager Organisational Development 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 relevant General Manager in order to seek a resolution

Stage 4

Should this step not be successful either party may refer the matter to the Industrial Relations Commission of SA for mediation, conciliation or arbitration according to the relevant provisions of the Fair Work Act 1994. The process contained within Stages 1 to 3 should be completed within seven days of the issue being raised

- 27.4 During the course of the settlement of the grievance, work shall continue according to usual custom and practice, and without bans or limitations of any kind. 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
- 27.5 The employee may be represented at any stage of the process by a representative or agent of their choice
- 27.6 The Manager Organisational Development may provide advice and assistance at any stage of the process

CLAUSE 28: DISPUTE RESOLUTION

- 28.1 Any dispute arising out of the application of this agreement shall be dealt with in the following manner:
- 28.2 The employee or employees concerned or the employer shall raise the matter with the other party through formal written communication.
- 28.3 The parties should attempt to resolve the matter by negotiation as expeditiously as possible.
- 28.4 Should this step not reach a satisfactory conclusion, the matter can then be referred to the relevant General Manager for further consideration.

- 28.5 Should this step not be successful either party may refer the matter to the Industrial Relations Commission of SA for mediation, conciliation or arbitration according to the relevant provisions of the Fair Work Act 1994.
- 28.6 During the course of the settlement of the dispute work shall continue according to usual custom and practice, and without bans or limitations of any kind.
- 28.7 Subject to the provisions of the Fair Work Act 1994, at any stage of the dispute, the employees or the employer may be represented by a representative or agent of their choice.

CLAUSE 29: WORKPLACE REPRESENTATIVES

- 29.1 The parties accept the significant role of Workplace Representatives in assisting with the resolution of disputes, negotiation, communication and promoting a spirit of cooperation between employees and management.

Employees who are elected to a Workplace Representative role shall:

- a) be treated with respect and without discrimination by the Employer;
 - b) conduct themselves in a way that enhances the employee relations environment within the City of Unley and furthers the objectives of this Agreement;
 - c) be provided with appropriate resources and facilities such as telephone, fax, photocopier, email, internet and access to interview/meeting rooms.
- 29.2 Council will allow Workplace Representatives reasonable paid time to carry out their role which may include:
- a) speaking to and meeting with members and management to resolve grievances and disputes about workplace and individual member issues;
 - b) speaking to and meeting with officials about any matters pertaining to the employer/employee relationship; and

CLAUSE 30: INCOME PROTECTION

- 30.1 The employer will maintain a Personal Accident and Illness Insurance Plan for employees covered by this Agreement. Coverage is subject to the terms of conditions of the Insurance Policy.
- 30.2 This clause shall not apply to employees employed on a casual basis.

CLAUSE 31: – SCHEDULED PERCENTAGE WAGE INCREASE

31.1 Employees covered by this Agreement shall be entitled to the following wage adjustments

- 31.1.1 3.5% shall be paid on existing wage rates from 1 July 2010;
- 31.1.2 A further 3.5% (or the Adelaide CPI at the end of the March quarter, whichever is greater) shall be paid from 1 July 2011; and
- 31.1.3 A further 3.5% (or the Adelaide CPI at the end of the March quarter, whichever is greater) shall be paid from 1 July 2012.

31.2 Salary rates and increases that shall apply under this Agreement are attached at Appendix A.

(CPI is the annual percentage increase in the Adelaide Consumer Price Index, measured in the March quarter.)

CLAUSE 32: SUPERANNUATION

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

32.1 For the purpose of this clause:

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

32.2 “Superannuation contributions” means:

- a) contributions that the employer is required to pay under the terms of the rules governing the Local Super Scheme;
- b) contributions that 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;
- d) any additional contributions that the employer agrees to pay in respect of an employee.

CLAUSE 33 : SALARY SACRIFICE

- 33.1 An employee may elect to sacrifice an amount from their pre-tax salary to:
- make additional superannuation contributions to the 'Local Super Scheme'
 - enter into a novated lease arrangement for a motor vehicle.
- 33.2 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.
- 33.3 The employee's gross salary for all purposes shall be the pre-sacrifice salary.
- 33.4 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.
- 33.5 The employee may elect to withdraw from the salary sacrifice scheme at any time.
- 33.6 Salary sacrifice is provided in accordance with the City of Unley's Salary Sacrificing Policy, as amended from time to time.

CLAUSE 34: NO FURTHER CLAIMS

The parties to this agreement 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.

CLAUSE 35: LEAVE RESERVED

35.1 Parental Leave

Leave is reserved to enable the parties to negotiate changes to the Parental Leave provisions in Clause 17.4.1 in the event that the Federal Government puts into effect a Paid Parental Leave Scheme during the lifetime of this Agreement.

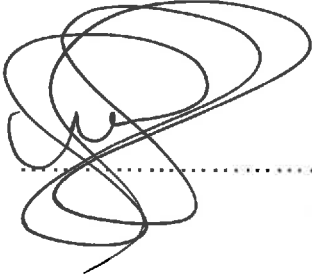
CLAUSE 36: RENEGOTIATION

The parties have agreed that negotiations for a new agreement may commence from 3 months prior to the expiry date of this agreement.

CLAUSE 37: SIGNATORIES

Signed for an on behalf of

***The Corporation of the City of Unley
181 Unley Road Unley SA***



**Michelle Bonnici
Acting Chief Executive Officer**

.....*Howland*.....

Witness

on this*23*..... day of*June*..... 2010

Employee representative nominee



.....*Howland*.....

Witness

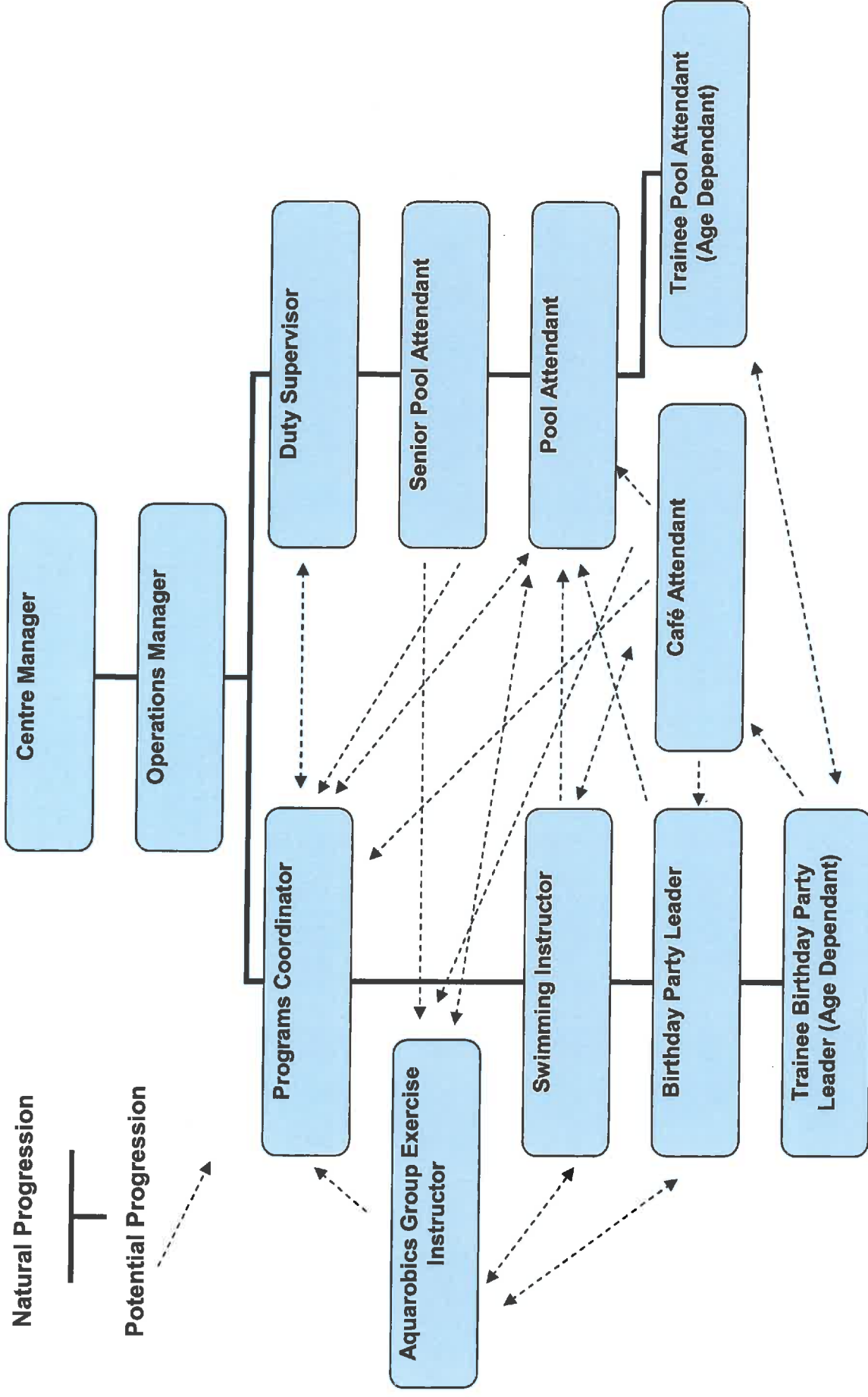
on this*23*..... day of*June*..... 2010

**CLASSIFICATION STRUCTURE AND SCHEDULE OF WAGE RATES
INCLUDES INCREASE EFFECTIVE 1 JULY 2010**

APPENDIX A

					Effective 1st July 2010 (3.5% Increase)			Effective 1st July 2011 (3.5% Increase)			Effective 1st July 2012 (3.5% Increase)		
Classification	Description	Hourly Rate	Casual Hourly Rate	Annual Salary	Hourly Rate	Casual Hourly Rate	Annual Salary	Hourly Rate	Casual Hourly Rate	Annual Salary	Hourly Rate	Casual Hourly Rate	Annual Salary
Trainee Pool Attendants, Birthday Party Leaders and Kiosk Attendants													
A1T	0 - 200 Hours Service	\$17.05	\$20.46	\$33,690.80	\$17.65	\$21.18	\$34,869.98	\$18.26	\$21.92	\$36,090.43	\$18.90	\$22.68	\$37,353.59
A2T	200 - 400 Hours Service	\$17.40	\$20.88	\$34,382.40	\$18.01	\$21.61	\$35,585.78	\$18.64	\$22.37	\$36,831.29	\$19.29	\$23.15	\$38,120.38
A3T	600 + Hours Service	\$17.75	\$21.30	\$35,074.00	\$18.37	\$22.05	\$36,301.59	\$19.01	\$22.82	\$37,572.15	\$19.68	\$23.62	\$38,887.17
A4T	600+ Hours Service and training for higher level roles	\$17.75	\$21.30	\$35,074.00	\$18.37	\$22.05	\$36,301.59	\$19.01	\$22.82	\$37,572.15	\$19.68	\$23.62	\$38,887.17
Café Staff													
A1C	0 - 600 Hours Service	\$19.15	\$22.98	\$37,840.40	\$19.82	\$23.78	\$39,164.81	\$20.51	\$24.62	\$40,535.58	\$21.23	\$25.48	\$41,954.33
A2C	600 - 1200 Hours Service	\$19.55	\$23.46	\$38,630.80	\$20.23	\$24.28	\$39,982.88	\$20.94	\$25.13	\$41,382.28	\$21.68	\$26.01	\$42,830.66
A3C	1800 + Hours Service	\$19.95	\$23.94	\$39,421.20	\$20.65	\$24.78	\$40,800.94	\$21.37	\$25.65	\$42,228.97	\$22.12	\$26.54	\$43,706.99
A4C	1800 + Hours Service and training for higher level roles	\$19.95	\$23.94	\$39,421.20	\$20.65	\$24.78	\$40,800.94	\$21.37	\$25.65	\$42,228.97	\$22.12	\$26.54	\$43,706.99
Pool Attendant													
B1	0 - 1000 Hours Service	\$19.65	\$23.58	\$38,828.40	\$20.34	\$24.41	\$40,187.39	\$21.05	\$25.26	\$41,593.95	\$21.79	\$26.14	\$43,049.74
B2	1000 - 2000 Hours Service	\$20.06	\$24.07	\$39,638.56	\$20.76	\$24.91	\$41,025.91	\$21.49	\$25.79	\$42,461.82	\$22.24	\$26.69	\$43,947.98
B3	2000 + Hours Service	\$20.47	\$24.56	\$40,448.72	\$21.19	\$25.42	\$41,864.43	\$21.93	\$26.31	\$43,329.68	\$22.70	\$27.23	\$44,846.22
B4	2000 + Hours Service and training for higher level roles	\$20.47	\$24.56	\$40,448.72	\$21.19	\$25.42	\$41,864.43	\$21.93	\$26.31	\$43,329.68	\$22.70	\$27.23	\$44,846.22
Senior Pool Attendant													
C1	0 - 1000 Hours Service	\$20.61	\$24.73	\$40,725.36	\$21.33	\$25.60	\$42,150.75	\$22.08	\$26.49	\$43,626.02	\$22.85	\$27.42	\$45,152.93
C2	1000 - 2000 Hours Service	\$21.04	\$25.25	\$41,575.04	\$21.78	\$26.13	\$43,030.17	\$22.54	\$27.05	\$44,536.22	\$23.33	\$27.99	\$46,094.99
C3	2000 + Hours Service	\$21.44	\$25.73	\$42,365.44	\$22.19	\$26.63	\$43,848.23	\$22.97	\$27.56	\$45,382.92	\$23.77	\$28.53	\$46,971.32
C4	2000 + Hours Service and training for higher level roles	\$21.44	\$25.73	\$42,365.44	\$22.19	\$26.63	\$43,848.23	\$22.97	\$27.56	\$45,382.92	\$23.77	\$28.53	\$46,971.32
Swimming Instructor													
D1	0 - 100 Hours Service	\$21.72	\$26.06	\$42,918.72	\$22.48	\$26.98	\$44,420.88	\$23.27	\$27.92	\$45,975.61	\$24.08	\$28.90	\$47,584.75
D2	100 - 200 Hours Service	\$22.15	\$26.58	\$43,768.40	\$22.93	\$27.51	\$45,300.29	\$23.73	\$28.47	\$46,885.80	\$24.56	\$29.47	\$48,526.81
D3	200 + Hours Service	\$22.59	\$27.11	\$44,637.84	\$23.38	\$28.06	\$46,200.16	\$24.20	\$29.04	\$47,817.17	\$25.05	\$30.06	\$49,490.77
D4	200 + Hours Service and training for higher level roles	\$22.59	\$27.11	\$44,637.84	\$23.38	\$28.06	\$46,200.16	\$24.20	\$29.04	\$47,817.17	\$25.05	\$30.06	\$49,490.77
Duty Supervisor / Programs Co-Ordinator / Café Co-Ordinator													
E1	0 - 1000 Hours Service	\$24.93	\$29.92	\$49,261.68	\$25.80	\$30.96	\$50,985.84	\$26.71	\$32.05	\$52,770.34	\$27.64	\$33.17	\$54,617.31
E2	1000 - 2000 Hours Service	\$25.42	\$30.50	\$50,229.92	\$26.31	\$31.57	\$51,987.97	\$27.23	\$32.68	\$53,807.55	\$28.18	\$33.82	\$55,690.81
E3	2000 + Hours Service	\$25.93	\$31.12	\$51,237.68	\$26.84	\$32.21	\$53,031.00	\$27.78	\$33.33	\$54,887.08	\$28.75	\$34.50	\$56,808.13
E4	2000 + Hours Service and training for higher level roles	\$25.93	\$31.12	\$51,237.68	\$26.84	\$32.21	\$53,031.00	\$27.78	\$33.33	\$54,887.08	\$28.75	\$34.50	\$56,808.13
Aquarobics / Group Exercise Instructor													
F1	Class size of 0 - 6 Participants	\$26.65	\$31.98	\$52,660.40	\$27.58	\$33.10	\$54,503.51	\$28.55	\$34.26	\$56,411.14	\$29.55	\$35.46	\$58,385.53
F2	Class size of 6 - 12 Participants	\$29.78	\$35.74	\$58,845.28	\$30.82	\$36.99	\$60,904.86	\$31.90	\$38.28	\$63,036.54	\$33.02	\$39.62	\$65,242.81
F3	Class size of 12+ Participants	\$32.92	\$39.50	\$65,049.92	\$34.07	\$40.89	\$67,326.67	\$35.26	\$42.32	\$69,683.10	\$36.50	\$43.80	\$72,122.01
F4	300 + Hours Service and training for higher level roles	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Operations Manager													
G1	0 - 1000 Hours Service	\$28.34	\$34.01	\$55,999.84	\$29.33	\$35.20	\$57,959.83	\$30.36	\$36.43	\$59,988.43	\$31.42	\$37.71	\$62,088.02
G2	1000 - 2000 Hours Service	\$28.93	\$34.72	\$57,165.68	\$29.94	\$35.93	\$59,166.48	\$30.99	\$37.19	\$61,237.31	\$32.08	\$38.49	\$63,380.61
G3	2000 + Hours Service	\$29.50	\$35.40	\$58,292.00	\$30.53	\$36.64	\$60,332.22	\$31.60	\$37.92	\$62,443.85	\$32.71	\$39.25	\$64,629.38
G4	2000 + Hours Service and training for higher level roles	\$29.50	\$35.40	\$58,292.00	\$30.53	\$36.64	\$60,332.22	\$31.60	\$37.92	\$62,443.85	\$32.71	\$39.25	\$64,629.38

EB AGREEMENT CAREER STRUCTURE



TRAINING CLASSIFICATION TABLE

Levels	Type	Who	Hours Steps	Examples
Level One	Internal On the job required training	All Staff	Steps 1 – 4 (not hours based)	Safe Operating Procedures General Operating Procedures Mandatory Notification Customer Service Lifeguard Updates / In house training
Level Two	Internal Operational Skills Development	Identified Staff Staff who indicate possible ability for higher duties. Training to be negotiated with Centre Manager.	Steps 1 – 4 (not hours based)	Cleaning heater and filter pots. Backwashing main and indoor junior pool systems. Pool vacuum maintenance. Extended cash handling training. Dataworks / Excel training.
Level Three	External Job Specific Training	All Staff – Hours Based As required by Centre and negotiated with Centre Manager. Will enable staff to further develop skills to better follow natural career progression.	Step 4 (hours based)	Pool Operators' Certificate.
Level Four	External Non Job Specific Training	All Staff – Hours Based As required by Centre and negotiated with Centre Manager. Will enable staff to cross into other career paths at the Centre.	Step 4 (hours based)	

TRAINING CLASSIFICATION TABLE DEFINITIONS

Internal

- Training that can either occur at the Centre or within the Council.
- Can be conducted either by Council staff or those hired by Council.
- The training comes at no cost to the staff members undertaking it.

External

- Training that occurs off site and is held by an external party.
- Training can result in further qualifications or skills and may be paid for or subsidised by Council.

On the Job

- Training that is required as the minimum, in order for staff to work in the described positions.

Required Training

- Training will take place before staff commence work and will need to be sighted and signed off by Centre Management.

Operational Skills Development

- In house training that helps develop current identified staff to perform higher operational tasks not required in day to day operations.

Job Specific

- Training that directly relates to the current position of the staff member.
- Training will help in fulfilling natural career path progression.

Non Job Specific

- Training that doesn't directly relate to the staff member's current position.
- Can help staff members to cross into other careers both at the Centre and in other areas of Council.

Identified Staff

- Staff members who have been identified by Centre Management as possessing the potential to work in higher duties.

Hours Based

- Staff are required to work over the required hours as stated in the EB Agreement 2010 in order to be eligible for this training.