

# CITY OF VICTOR HARBOR ENTERPRISE BARGAINING AGREEMENT 2010

File No. 2276 of 2011

**This Agreement shall come into force on and from 10 June 2011 and have a life extending until 17 September 2013.**

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

DATED 10 JUNE 2011.



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

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COMMISSION MEMBER





## **ENTERPRISE BARGAINING AGREEMENT 2010**

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This Agreement shall be entitled City of Victor Harbor Enterprise Bargaining Agreement 2010.

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### **CLAUSE 3 - DEFINITIONS**

For the purposes of this Agreement:

- "Agreement" means City of Victor Harbor Enterprise Bargaining Agreement 2010;
- "ASU Employee" means an employee remunerated under the South Australian Municipal Salaried Officers' Award;
- "Award" means Local Government Employees' Award or the South Australian Municipal Salaried Officers' Award;
- "AWU Employee" means an employee remunerated under the Local Government Employees' Award;
- "City Manager" shall mean the Chief Executive Officer of the City of Victor Harbor.
- "Consultation" means the process which will have regard to employees' interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their view points heard and taken into account prior to a decision being made;
- "Consultative Committee Representative" means an employee who has been nominated by work colleagues as a spokesperson for the purpose of participating in meetings regularly with management during the term of the Enterprise Bargaining Agreement to monitor progress on matters incorporated within the Agreement and to raise and discuss employment matters in general.
- "Council" means the City of Victor Harbor - a local government authority established under the Local Government Act 1999.
- "Employee" means any employee of the Council who performs work covered by this Agreement and the Award;
- "Employer" means the City of Victor Harbor;

- “Enterprise Bargaining Committee Representative” means an employee elected by their work colleagues for the purpose of negotiating with Management Representatives an Enterprise Bargaining Agreement on behalf of the employees they represent.
- “IFA” means an Industrial Flexible Agreement as provided in Clause 34 ;
- “Management Representative” means an employee nominated by the City Manager (Chief Executive Officer) to represent the employer in Enterprise Bargaining negotiations and other consultative forums with employees.
- “Union” means the Australian Workers' Union, South Australian Branch, or the Australian, Municipal, Clerical and Services Union (ASU) as applicable.
- “Workplace Representative” means an employee elected by work colleagues to advise, represent and support the employees, either collectively or individually, on day to day industrial relations matters.

#### **CLAUSE 4 - APPLICATION**

This agreement shall be binding upon the City of Victor Harbor (the Employer), the Australian Workers' Union, South Australian Branch (AWU), and the Australian, Municipal, Clerical and Services Union (ASU) (the Union), and all employees of the City of Victor Harbor who are eligible to become members of the AWU or the ASU employed pursuant to the Award.

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

This agreement shall commence from the date of certification and have a nominal expiry date of the 17 September 2013. This agreement will be reviewed and renegotiated during the final six (6) months of this agreement.

#### **CLAUSE 6 - RELATIONSHIP TO CURRENT AWARDS**

- 6.1 This Agreement shall incorporate the South Australian Municipal Salaried Officers' Award and the Local Government Employees' Award as operative at the date of signing of this Agreement. Where there is any inconsistency with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 6.2 The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the Unions party to this Agreement in respect of all its employees who are eligible to be members of the Unions. The employer agrees that Australian Workplace Agreements made pursuant to the Workplace Relations Act 1996 will not be promoted, offered or made with any employees while this certified Agreement remains in force.
- 6.3 This Agreement shall be read in conjunction with Council Policies and Procedures.

#### **CLAUSE 7 - INTENT AND OBJECTIVES**

The economic health of the Council and the wellbeing of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the City of Victor Harbor and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

The aims and objectives of this agreement will be achieved by addressing such matters as:

- The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further ongoing harmonious industrial relations;
- improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties;
- reviewing and improving work arrangements;
- developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the City of Victor Harbor and the achievement of real and sustainable improvements in productivity;
- adopting of practices to improve standards of Occupational Health and Safety;
- looking at new ways of improving work practices and reduction of wastage and lost time;
- continuing development and adoption of initiatives designed to enhance Council's performance;
- introduction of measures to reduce absenteeism;
- continuously looking at new ways to improve processes, productivity and customer satisfaction;
- ensuring continued commitment to Equal Employment Opportunity principles;
- ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of Structural Reform to enhance, improve and sustain the image of the City of Victor Harbor;
- maintaining a training and skills improvement program within the City of Victor Harbor for all employees. Such programs will enable employees to increase their level of individual expertise, facilitate succession and provide defined career paths;
- ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialled through consultation and agreement of the parties and any savings to be identified and paid as productivity measures in next Agreement;
- ensuring strict adherence to the Award, this Agreement and all statutory provisions.

## CLAUSE 8 - CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependant upon the continuation of established Consultative Structures within the workplace.

The principal Negotiating Structure for this Enterprise Bargaining Agreement is the **Enterprise Bargaining Committee**.

- The Enterprise Bargaining Committee shall comprise of:

Enterprise Bargaining Committee Representatives

- (i) Four (4) employee representatives employed under the South Australian Municipal Salaried Officers' Award, two (2) of whom shall be elected by Australian Services Union members and two (2) of whom shall be elected by the employees as a whole;
- (ii) Two (2) employee representatives elected by and representing union members paid under the Local Government Employees Award;

Industrial Advisors

- (iii) One (1) Industrial Advisor from the Australian Services Union.
- (iv) One (1) Industrial Advisor from the Australian Workers Union.

Management Representatives

- (v) Four (4) management representatives nominated by the City Manager .

- The role of the Enterprise Bargaining Committee shall be:

- (i) To consult the parties they represent in order to establish a log of claims that forms the basis of an Enterprise Bargaining negotiation;
- (ii) To consider terms and conditions of employment, movements in labour market indicators, opportunities for improvements in efficiency and effectiveness in the operations of the organisation, economic conditions and industrial circumstances as basis for negotiations;
- (iii) To arrive at decisions through a process of negotiation and consensus;
- (iv) To document the negotiation process through the recording of minutes for each meeting;
- (v) To finalise an Enterprise Bargaining Agreement for presentation to council.

A secondary consultative structure referred to as the **Consultative Committee** shall function on an ongoing basis.

The Consultative Committee shall comprise of:

## Consultative Committee Representatives

- (i) Four (4) employee representatives employed under the South Australian Municipal Salaried Officers' Award, two (2) of whom shall be elected by Australian Services Union members and two (2) of whom shall be elected by the employees as a whole;
- (ii) Two (2) employee representatives elected by and representing union members paid under the Local Government Employees Award;

## Management Representatives

- (iii) Four (4) management representatives nominated by the City Manager

The Consultative Committee shall meet during the month of February, May, August and November of each year, for the life of the agreement for the purpose of -

- Monitoring the implementation of and provisions within the Enterprise Bargaining Agreement;
- Undertaking any of the ongoing consultative responsibilities referred to within this Agreement;
- Discussing changes proposed to organisational structure, work practices, workforce size and composition, resource sharing, introduction of new technology and equipment and alternative service delivery;
- Reviewing, identifying and evaluating productivity efficiencies;
- Discussing general industrial relations issues within the organisation;
- Disseminating information;
- Seeking input and feedback on relevant policy and procedure development;
- Maintaining a communication channel between employees and management.

Minutes of the Consultative Committee meetings will be tabled at Executive Management Group meetings to ensure that action is taken on any identified issues or requirements.

A third tier of consultation will occur at the **Work Group or Team** level. These consultation sessions will be held more frequently with the Director determining the participation. At the work group or team level, discussion may extend to a broad range of employment and/or operational matters. Significant or unresolved issues may be elevated to the Consultative Committee agenda.

## **CLAUSE 9 - ENTERPRISE BARGAINING & CONSULTATIVE COMMITTEE TRAINING**

Training of Enterprise Bargaining Committee and Consultative Committee representatives is considered essential to ensure effective participation and optimal outcomes. To this end, the employer agrees to facilitate appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the Unions. Where training occurs after hours, the employee will be compensated on a single time hourly basis. All such training will only be done through mutual consent between the employer and employee.

## **CLAUSE 10 - AMALGAMATION OR BOUNDARY CHANGES**

- 10.1 The Consultative Committee shall be the employee consultative forum at the City of Victor Harbor for proposed amalgamation with other Councils.
- 10.2 An Amalgamation Agreement shall be developed by the parties which shall include, but not be limited to, the following:
  - 10.2.1 Job security;
  - 10.2.2 General principles for workforce merger;
  - 10.2.3 Introduction of new Organisation Structure;
  - 10.2.4 Grievance/Dispute Resolution Procedure;
  - 10.2.5 Re-training Scheme Policy;
  - 10.2.6 Redeployment Policy;
  - 10.2.7 Part-time Work Policy;
  - 10.2.8 Outplacement of Staff;
  - 10.2.9 Voluntary Separation Packages (which shall not be less than the package available to employees under Clause 14(c) of this Agreement).
- 10.3 Any amalgamation agreement shall not contain conditions which are less favourable than those contained in this agreement for employees of the City of Victor Harbor.

## **CLAUSE 11 - EMPLOYEE RELATIONS**

- The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees commit to achieving effective improvements in productivity and customer service.
- Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.



## **CLAUSE 12 - CONTESTABILITY**

The City of Victor Harbor is committed to the position that work historically undertaken by employees will, subject to present and future requirements of the Local Government Act, continue to be performed by the workforce, subject to cost, quality and levels of service.

In this regard, it is agreed to adopt the following contestability measures:

- Where deemed appropriate by Management, and in consultation with Consultative Committee, work currently performed by the existing workforce will be benchmarked against like industries/organisations to identify the benchmark price and service quality required to effectively deliver the service to a predetermined specification.
- Provided the work undertaken by existing employees is able to match or better the benchmark, then the work will continue to be performed in-house.
- Should the work currently being performed not meet the benchmark, then employees will be granted a further period of twelve (12) months (except where IFAs are in place) to introduce efficiency gains and improved work practices which will enable them to meet the benchmark price and service quality required by the specification of works. For its part, the City of Victor Harbor will provide appropriate training and support for any group of employees affected by this process.

At the conclusion of the twelve (12) month period, the employees will be allowed to continue to perform the work in accordance with the above process, provided the benchmark is met. In the event that the benchmark is not met the work will be subject to competitive tendering and the employees will be able to tender for the works.

- During the life of this Agreement work that arises, and which is additional to programmed works and services presently undertaken by the employees, will be subject to market forces through public tender. Should the employees seek to gain this additional work, appropriate training and support will be developed for those groups engaged in competitive tendering.
- Use of Industrial Flexible Agreements (IFAs).

The City of Victor Harbor is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce where appropriate.

### **Key Performance Indicators (KPIs)**

The parties, through the Consultative Committee, may develop performance indicators which will allow for improvements in Council's business to be quantified and measured on an ongoing basis.

KPIs may include, but are not limited to, the following:

- Community Responsiveness,
- Customer Satisfaction;

- Productivity;
- Safety (eg. lost time injury frequency rate);
- Absenteeism;
- Customer Complaints.

A range of KPIs will be identified as providing an appropriate measure of productivity improvement. The KPIs shall be the method to measure productivity performance.

### **CLAUSE 13 - DEMARCATION**

The parties recognise that the normal role for an “ASU Employee” does not include the continuous performance of “hands-on” work. Accordingly the parties accept that “ASU Employees” will not (as part of normal duties) perform the physical “hands-on” work of an employee employed pursuant to the Local Government Employees Award.

Under the following circumstances however the parties agree that an “ASU Employee” may carry out work covered under the Local Government Employees Award.

- i. In any unforeseen and pressing situation where there is no skilled employee to perform the work; or
- ii. In an emergency situation, to the extent of making the situation safe; or
- iii. Where additional physical assistance is required and the employee employed pursuant to the Local Government Employees Award in the affected work area are properly consulted.

Any disputes arising from these arrangements shall be dealt with under the disputes settling procedures (Clause 16) of this Agreement.

### **CLAUSE 14 - CHANGE MANAGEMENT & EMPLOYEE PROTECTION**

Management shall advise relevant employees, the Union and the Consultative Committee (established under Clause 8) of any proposed significant organisational changes that may significantly affect the employment and/or conditions of employees covered by this Agreement. All notifications and information provided to employees and the Union shall be in writing.

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Employment Standards such as standard hours of work, annual leave or long service leave.

#### a) General Principles

- (i) The Enterprise Bargaining Agreement accepts no forced redundancies for the life of the Agreement and both parties reinforce this initiative.
- (ii) Any determination being made regarding any redundant positions will be made by the City of Victor Harbor in conjunction with the Unions.

- (iii) 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 a lower classification level with maintenance of income;
  - (c) Voluntary Separation Package.

However, employees whose positions are deemed redundant may access a Voluntary Separation Package at any stage of the process provided that no more than three (3) months has elapsed in the redeployment position.

b) Redeployment

- (i) It shall be the primary aim to redeploy employees into a position of equal classification and status as their predeployment position.
- (ii) After examining all options and redeployment to such a position is not feasible, an employee may be redeployed to a position of lower classification level.
- (iii) The employee's redeployment wage shall be maintained until the wage of the new classification equals the employee's predeployment wage. For the first twenty four (24) months of income maintenance the employee shall receive all Award and Enterprise Bargaining increases.
- (iv) The employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- (v) The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.
- (vi) The Redeployment and Re-training Guidelines shall be adhered to as provided in Appendix A.

c) Voluntary Separation Package

Should an employee elect to take a Voluntary Separation Package, that package should comprise of:

- (i) Ten (10) weeks notice of termination or payment of total weekly wage in lieu thereof;
- (ii) Three (3) weeks of total weekly wage as severance payment for each year of service with the employer. Maximum of one hundred and four (104) weeks plus ten (10) weeks notice of termination. For the purpose of outplacement assistance, an amount of up to 5% of the total annual wage be available for engaging the services of a recognised outplacement provider;

- (iii) Pro rata Long Service Leave shall be paid for completed years of service whether or not seven years service has been attained.

## **CLAUSE 15 - OCCUPATIONAL HEALTH SAFETY AND WELFARE**

The City of Victor Harbor is committed to continuous improvement in the provision of a safe working environment for employees at all times.

The employer and the Union shall give full cooperation to the achievement of high standards of Occupational Health Safety and Welfare.

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all relevant Occupational Health Safety and Welfare guidelines so as to provide and maintain a safe working environment.

### **Occupational Health Safety & Welfare Representatives**

An allowance will be paid to elected Occupational Health Safety and Welfare representatives of \$18 per fortnight. The allowance will be paid to "proxy" representatives when undertaking the Occupational Health Safety and Welfare representatives' role.

## **CLAUSE 16 - DISPUTE SETTLEMENT PROCEDURE**

The procedures below are established and agreed to between the parties in order to minimise the potential elevation of industrial disputes around the Agreement and disputes pertaining to employee/employer relationships and are entered into as a measure and commitment to this effect without limiting the rights of any party.

At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

Stage 1        The employee and/or the Workplace Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Workplace Representative.

Stage 2        If the dispute is not settled at Stage 1, the employee and the Workplace Representative will meet with the Supervisor and his/her Manager.

Stage 3        If the dispute is not settled at Stage 2, the employee, Workplace Representative and Union Organiser if requested by the employee will meet with the Supervisor, Manager and City Manager.

Stage 4        If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within fourteen (14) days.

## **CLAUSE 17 - FLEXIBLE HOURS AND WORK PRACTICES**

### **17.1 Existing Flexibilities**

The parties acknowledge that flexibilities and productive work practices already exist at the City of Victor Harbor.

On that basis, a component of the wage increase contained in Clause 37 is for the recognition of those flexibilities which includes Self Managed Work Teams.

### **17.2 Work Practices**

- The parties shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through agreement by the parties.
- The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new and evolving circumstances.
- The parties are committed to implementing change (including technological) to improve work processes.
- The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.

### **17.3 AWU Employees Only**

The ordinary time hours of work for employees covered by this Agreement will be an average of thirty eight (38) per week over relevant roster cycles.

#### **(i) Span of Hours**

The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under Clause 6.1.2 of the Local Government Employees' Award).

#### **(ii) Regular Hours**

Actual regular working hours are to be determined by agreement between the work group(s) and the Director of Environment and Infrastructure Services.

Any agreed changes to the regular working hours pattern shall then be on a trial basis of between three (3) and six (6) months.

At the end of any trial period the Director of Environment and Infrastructure Services and the workgroup will make a recommendation to the Consultative Committee for the continuation of the trial on a permanent basis or reverting back to the pre trial arrangement.

(iii) The standard arrangement will be a nine (9) day fortnight, incorporating the following features:

- Seventy six (76) hours per fortnight to be worked Monday to Friday over nine (9) days of which eight (8) days with a minimum of eight point five (8.5) hours worked per day and one (1) day of a minimum of eight (8) hours to be worked;
- One (1) Rostered Day Off (RDO) to be taken within each fortnight cycle - to be taken in accordance with an agreed team schedule of RDOs between the Director of Environment and Infrastructure Services and the employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight;
- For special projects the employees will have the ability to bank up to six (6) rostered days off and for this time to be taken off at a later date by mutual agreement between the employer and the employee, but prior to 30 June in each year;
- Accrued RDOs not taken are to be paid out on 30 June at time and a half.

#### Flexible Hours Arrangement

The normal hours of work may by mutual agreement be varied to meet the operational needs of the council. Operational needs may include but are not limited to special projects, seasonal work, peak work periods and urgent completion of work.

The following flexible arrangements are to apply:

- Time to be worked within the hours of 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays);
- Up to ninety four (94) hours in a two week work cycle [that is eighteen (18) hours per fortnight above the ordinary seventy six (76) hours];
- No more than ten point five (10.50) hours per day [that is two hours above the normal eight point five (8.50) hours];
- Twenty four (24) hours notice to work additional hours except where completing work on a given day;

- Where additional time is worked, equal time off will be taken (by mutual agreement and at the earliest possible date), or alternatively, (upon request) be paid for at the appropriate Award provisions;
- The time-off in lieu (TOIL) credits will be shown fortnightly.
- All TOIL credits are to be taken by 30 June each year. At the beginning of April the Director of Environment and Infrastructure Services and employees will agree on arrangements to ensure that all TOIL is taken before 30 June;
- Employees will not reasonably withhold any agreement to work flexible hours in accordance with these provisions;
- If for operational reasons an employee cannot utilise all TOIL before 30 June, any credit at that date will be paid out at normal rate of pay;
- Where an employee works in excess of ten point five (10.50) hours per day overtime rates shall be paid at the rate of time and a half for the first hour and double time thereafter;

#### 17.4 ASU Employees only

For the purposes of this section the following definitions will apply.

“Hours of work” means the ordinary hours for which an employee is engaged (eg. 38 hours per week for a full-time employee).

“Business hours” means the hours that a council service is open for business and accessible to the public.

“Span of hours” means the ordinary hours within which an employee may work to accrue flexi-time and for which overtime or penalties do not apply.

“Flexi-time” means time that has been accrued by an employee in excess of the hours of work but within the span of hours that can be taken as time off by the employee through mutual agreement with their supervisor. This may also be referred to as accrued time off.

“Overtime” means time worked in excess of an employee’s hours of work and outside of the span of hours.

“Time off in Lieu” is additional time accumulated by an employee, in excess of the ordinary hours of work and outside the span of hours which is taken as time off at penalty rates in lieu of the payment of overtime.

Flexible Hours Arrangement (excluding library staff or as varied by an Industrial Flexible Agreement per clause 34)

- (i) The ordinary hours of work shall be thirty eight (38) hours per week at an average of seven point six (7.6) hours per day to be worked Monday to Friday, between the hours of 8.00 am and 6.00 pm (hereinafter referred to as the “span of hours”).
- (ii) All full-time employees (with the exception of the Library Staff and relevant Environment & Infrastructure Services' Staff) shall work business hours from 9.00 am to 5.00 pm with a break of not less than a half an hour nor more than one (1) hour for lunch, to be taken between 12 noon and 2.00 pm unless varied by agreement with the employee’s supervisor.
- (iii) All full-time employees may choose to work additional accrued time (flexi-time) between the hours of 8.00am to 9.00 am and 5.00 pm to 6.00 pm Monday to Friday without attracting penalty rates on the following basis:
- The maximum flexi-time to be accrued at any one time is the equivalent of five (5) working days or thirty eight (38) hours and the total annual flexi-time taken shall not exceed fifteen (15) days or one hundred and fourteen (114) hours;
  - A maximum of three (3) days or twenty two point eight (22.8) hours flexi-time is permitted to be taken in one continuous period by an employee with the approval of the employee’s supervisor.
  - Accrued flexi-time shall be taken at a time mutually agreed between the employee and their Supervisor;
  - Attendance at Council and Committee meetings held outside of the span of hours will be paid or can be taken as TOIL at the appropriate penalty rates;
  - Any time worked in excess of the maximum flexi-time allowed shall require approval from management in consultation with individual employees and their immediate supervisor;
  - Any accrued flexi-time up to a maximum of three (3) days or twenty two point eight (22.8) hours shall be paid out at normal time upon an employee’s termination.
  - Employees shall not be permitted to allow their bank of flexi-time hours to go into negative.
  - On the 1<sup>st</sup> July of each year employees with flexi-time accrued over and above the specified maximum of five (5) days or thirty eight (38) hours will have the excess hours permanently removed.
- (iv) The hours of work for relevant Environment & Infrastructure Services’ staff employed under the South Australian Municipal Salaried Officers’ Award will continue to be governed by Clause 5.1.8 of that Award.



- (v) Part-time employees shall be entitled to participate in the flexi-time arrangements on a pro-rata basis. Flexi-time may be accrued during the period of one (1) hour each side of their agreed standard hours of work provided that flexi-time is only accrued within the span of hours cited in Clause 17.4 (i), or by arrangement with their supervisor.

#### Flexible Hours Arrangement - Library Staff

- (i) The ordinary hours of work shall be a maximum of thirty eight (38) hours per week to be worked via a roster from Monday to Saturday.
- (ii) Work rosters shall fall within the business hours of Monday, Tuesday, Thursday and Friday between 9.30 am and 5:00 pm, Wednesday between 10.00 am and 6.00pm and Saturday between the hours of 9:00 am and 12.00 pm with a break of not less than half an hour nor more than one (1) hour to be taken between 12 noon and 2:00 pm.
- (iii) All full-time employees may choose to work additional accrued time (flexi-time) between the hours of 8.30 am to 9.30 am and 5.00 pm to 5.30 pm on Monday, Tuesday, Thursday and Friday, 8.30 am to 10 am and 6.00 pm to 6.15 pm on Wednesday (the span of hours) without attracting penalty rates.
- (iv) In the case of work undertaken on a Saturday between 8.30 am and 12.15 pm employees shall be paid the appropriate penalty rates.
- (v) The following provisions will apply to the accrual and taking of flexi-time:
- The maximum flexi-time to be accrued at any one time is the equivalent of five (5) working days or thirty eight (38) hours and the total annual flexi-time taken shall not exceed fifteen (15) days or one hundred and fourteen (114) hours;
  - A maximum of three (3) days or twenty two point eight (22.8) hours flexi-time is permitted to be taken in one continuous period by an employee with the approval of the Library Manager;
  - Accrued flexi-time shall be taken at a time mutually agreed with the Library Manager;
  - Any time worked in excess of the maximum flexi-time shall require approval from the Library Manager in consultation with individual employees;
  - Any accrued flexi-time to a maximum of three (3) days or twenty two point eight (22.8) hours shall be paid out at normal time upon the employee's termination;
  - Employees shall not be permitted to allow their bank of flexi-time hours to go into negative;

- On the 1<sup>st</sup> July of each year employees' with flexi-time accrual over and above the specified maximum of five (5) days which equals thirty eight (38) hours will have the excess hours permanently removed.
- (vi) The provisions of this clause are agreed to on the basis of the current hours of work and opening times of the library. In the event it is proposed that the current hours of work and/or library opening times should change then the provisions of the clause shall be reviewed. If no agreement can be reached in respect to the conditions to apply to the changed hours/opening times, then the relevant provisions will revert back to those contained in Part 5 of the Award.
- (vii) Part-time employees shall be entitled to participate in the flexi-time arrangements on a pro-rata basis. Flexi-time may be accrued during the period of one (1) hour each side of their agreed standard hours of work (excluding Saturdays) or by arrangement with their supervisor.

### **CLAUSE 18 - CHRISTMAS CLOSURE – ASU EMPLOYEES ONLY**

It has been customary for Council to allow for the closure of its civic centre and library over the Christmas/New Year period.

For ease of planning Council recognizes this and approves the taking of leave during this time. Such leave can be accrued Flexi-time, TOIL, Annual Leave or Long Service Leave.

This clause does not detract from Council's ability to have any of its operations remain open on working days during this period should circumstances warrant, and if staff are required to work during this period a roster will be developed in consultation with staff.

### **CLAUSE 19 - CALLOUT - ASU EMPLOYEES ONLY**

- 19.1 An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three (3) hours work at the overtime rate.
- 19.2 Where an employee is being paid an "Availability Allowance" in accordance with clause 4.4.1 of the Award, a minimum of two (2) hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two (2) or three (3) hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period.
- 19.3 Overtime worked in the circumstances specified in Clause 19.1 and Clause 19.2 shall not be regarded as overtime for the purpose of clause 5.5 of the South Australian Municipal Salaried Officers' Award, when the actual time worked is less than three (3) hours on such recall or on each of such recalls.
- 19.4 This clause shall not apply where the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working time.

## **CLAUSE 20 - RECLASSIFICATIONS**

- 20.1 Any request for a reclassification must be provided in writing by the employee to their Director accompanied by supporting documentation/information, which outlines the basis for the reclassification request.
- 20.2 The request shall be examined and determined by a Reclassification Panel nominated by the Director.
- 20.3 In assessing the request for reclassification the Reclassification Panel shall consult with the employee concerned and other relevant personnel so that an informed decision can be reached.
- 20.4 The Reclassification Panel shall make a recommendation to the City Manager on the reclassification request. The City Manager may concur with the recommendation, reject the recommendation or request the Reclassification Panel to provide further information.
- 20.5 At the conclusion of the review process the Director shall provide to the employee concerned written confirmation of the Reclassification Panel's decision on their reclassification request. If the request is unsuccessful, written reasons shall be provided.
- 20.6 The reclassification process shall be completed within three (3) calendar months commencing from the date of formal written request (Clause 20.1) and concluding with the written confirmation of the Reclassification Panel's decision (Clause 20.5). In the case where the request results in a reclassification, this reclassification shall take effect from the date of receipt of the written request (Clause 20.1) by the Director.
- 20.7 Any employee not satisfied with the determination may access the dispute settlement procedure (Clause 16) or a board of reference as per the Award.

## **CLAUSE 21 - PART TIME EMPLOYEES**

- 21.1 Any employee employed on less than a full-time basis may be engaged as a permanent/part-time employee.
- 21.2 Where a permanent/part-time employee agrees, such employee may work up to thirty eight (38) hours per week within the normal span of hours without attracting overtime. All work performed in excess of thirty eight (38) hours per week or work performed out of the normal span of hours of 8.00am to 6.00pm shall be paid at the appropriate penalty rates.
- 21.3 The employee shall be given a minimum of two (2) days notice of the requirement to work additional hours and shall be engaged for no less than one (1) additional hour or in situations where the officer is required to work on an additional day the term of engagement shall be no less than three (3) hours.
- 21.4 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

## **CLAUSE 22 - AGENCY/LABOUR HIRE EMPLOYEES**

Council is committed to providing permanent employment wherever possible. Agency/labour hire employees will only be used to fill short-term vacancies where requisite skills and/or resources are not available within the existing Council labour force. Agency/labour hire employees will be paid the current Enterprise Agreement rates of pay plus the appropriate casual loading for their classification whilst placed with Council. Agency/labour hire employees will not be engaged for a term of employment exceeding twelve (12) months unless approved by the Consultative Committee.

## **CLAUSE 23 - UNION TRAINING LEAVE**

AWU and ASU Workplace Representatives as defined shall be allowed leave with pay to a maximum of five (5) days per annum to attend the Union training courses conducted or approved by the AWU or the ASU aimed at promoting effective industrial relations pertaining to employee relations provided that:

- Not less than four (4) weeks notice is given to the Council of the date of commencement of the training course, including an agenda with times on which the course is to be conducted. If available, at least two (2) weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.

## **CLAUSE 24 - CARER'S LEAVE**

Employees who make application may be granted (by the City Manager or his/her delegate) up to twelve (12) months leave without pay to care for an immediate family member subject to the following conditions:

1. The employee shall have four (4) years continuous service at the time of taking the leave.
2. The employee must be the primary care-giver for the person cared for.
3. The person cared for must be a member of the employee's immediate family.

The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee.

The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.

4. Absence on carer's leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.

An employee on carer's leave for up to twelve (12) months is entitled to return to the position which he or she held immediately before proceeding on carer's leave.

Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond two (2) years.

5. Carer's leave may be taken immediately following a period of Family Leave (where applicable). In these instances the combined period of leave shall not extend beyond two (2) years. Carer's leave shall not be taken 'back to back' with professional development leave.
6. An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

### **CLAUSE 25 - PARENTAL LEAVE**

In addition to the Award entitlements and current Federal Government provisions under the Fair Work Act 1994 (SA) for parental leave, five (5) weeks Parental Leave and one (1) week Parental Partner's Leave shall be available and will be paid at the employee's current salary rate, to all eligible employees immediately following the birth or adoption of the child. 'Eligibility' is as per the Parental Leave provisions of the relevant Award.

### **CLAUSE 26 - SICK LEAVE**

It is agreed that five (5) single days sick leave/family leave, as defined in the Awards, may be taken without documentation within a twelve (12) month period. All other Award provisions to apply.

### **CLAUSE 27 - ANNUAL LEAVE LOADING**

The parties agree that annual leave loading shall be paid to all employees on the first pay period of December. Any employee who has not accrued a full twelve (12) month entitlement as at the 30 November, shall be paid pro-rata leave loading. Upon termination of employment, pro-rata annual leave loading shall be paid on accrued annual leave.

### **CLAUSE 28 - PROFESSIONAL DEVELOPMENT LEAVE**

Employees who make application may be granted (by the City Manager or his/her delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having two (2) years continuous service at the time of commencing the leave.

1. All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
2. Absence on professional development leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
3. An employee on professional development leave for up to twelve (12) months is entitled to return to the position they held immediately before proceeding on that leave.

4. An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
5. Professional development leave shall not be taken 'back to back', ie an employee must have completed the qualifying period of service [two (2) years continuous service] to be eligible for each instance of professional development leave.

## **CLAUSE 29 - TRAINING & SKILLS DEVELOPMENT**

1. The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.
2. Council has a commitment to the on-going training and professional development of its employees and development of a multi-skilled workforce.
3. The parties to this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.

A training day and related reimbursement of expenses shall be based on an 'ordinary' working day (Refer Clause 17.4).

4. Staff training refers to the wide range of activities undertaken by staff in the course of their employment, which seek to increase the skills, expertise and/or efficiency of staff, thus leading to a more productive workforce, increased job satisfaction and career advancement potential.
5. Council acknowledges the necessity for and benefits of staff training for the overall efficient functioning of the organisation and the consequent good returns to the community. Council shall proactively foster career development of employees within the policy guidelines. To facilitate this, a training plan will be maintained on an annual basis and training provided by Council in line with the plan.
6. In particular, the parties recognise that relevant training should be provided for employees to relieve in higher classified positions. The Council also recognises that a practical, effective way of developing a multi-skilled workforce is to provide opportunities for employees to relieve in higher classifications.
7. Council aims to demonstrate its commitment to training by ensuring maximum access to a wide range of training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
8. Council is committed to the maximum use of existing training opportunities wherever possible and supports the work of bona fide organisations involved in this field.

## **Principles**

The following principles shall apply with reference to the implementation of Council's staff training policy.

1. All staff have the right to access adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
2. The training needs of staff should be addressed regularly in the normal course of supervision.
3. The active participation of staff in determining their own training needs will ensure a more productive and satisfied workforce.
4. Priority should be given to training which improves the skills and expertise of staff in their respective job roles or careers and which promotes the occupational health safety and welfare of all employees.
5. Training should seek to address change which constantly occurs in today's workforce, including technological change.
6. The Council will maintain a training policy.

## **CLAUSE 30 - UNIFORM AND PROTECTIVE CLOTHING**

All staff shall be provided with uniform and protective clothing in accordance with Award provisions unless expanded by the Council Policy.

## **CLAUSE 31 - INCOME PROTECTION - AWU EMPLOYEES ONLY**

The Council will provide Group Personal Accident and Illness Insurance through the Local Government Risk Services for all employees covered by the Agreement.

## **CLAUSE 32 - ALLOWANCES**

All allowances payable under the Local Government Employee's Award, with the exception of the allowances for Driver's Licence, First Aid, Meal and Occupational Health & Safety Representative have been included in the annual salary paid to employees.

**EMPLOYEE'S UNDER THE SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICER'S AWARD WHO ARE INSTRUCTED TO CARRY OUT AVAILABILITY DUTY, SHALL RECEIVE AN AVAILABILITY ALLOWANCE OF \$3.50 PER HOUR MONDAY TO FRIDAY, \$4.50 PER HOUR FOR SATURDAYS AND SUNDAYS AND \$5.50 FOR PUBLIC HOLIDAYS FOR THE HOURS THEY ARE REQUIRED TO BE ON STAND-BY.**

## **CLAUSE 33 - LONG SERVICE LEAVE**

This Agreement shall incorporate the Long Service Leave Act, 1987 as a term and condition of the Agreement. Where an employee's contracted weekly/fortnightly hours are either increased or reduced then Long Service Leave entitlements will be based on the employee's

average contracted weekly/fortnightly hours over the entitlement period. Should there be any inconsistency between the Agreement and the Act, this Agreement shall prevail to the extent of the inconsistency.

## CLAUSE 34 - AGREEMENTS

- 34.1 Industrial Flexible Agreements (IFAs) may be established for specific operational or work group areas provided that such agreements have a nominal life not exceeding that of the Enterprise Agreement.
- 34.2 Any IFA will not be inferior to the Enterprise Agreement.
- 34.3 Prior to the negotiation of an IFA, the employer will notify the Union and the Consultative Committee of its intention to negotiate an IFA.
- 34.4 IFAs shall be in writing and be signed by the affected parties.
- 34.5 Negotiated IFAs shall be an annexure to the Enterprise Bargaining Agreement.
- 34.6 Current IFAs contained in Annexure 1.

## CLAUSE 35 - SUPERANNUATION

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

For the purpose of this clause:

“Local Super” means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009.

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

The amount of employer superannuation contribution means:

- (a) For each employee who is making “Salarylink Contributions” to Local Super:
  - (i) 3% of the employee’s salary; and
  - (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed; and
  - (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- (b) For each other employee who is a member of Local Super:



- (i) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

### **CLAUSE 36 - VOLUNTARY PAYROLL DEDUCTION SERVICES**

The current practice of allowing voluntary payroll deduction services for employees of the Council will be maintained free of charge for the duration of the Enterprise Bargaining Agreement 2010.

### **CLAUSE 37 - PAY INCREASES**

Upon registration with regard to the general intent and principles of the Enterprise Bargaining Agreement, the employer agrees to:

1. Pay an across the board increase of 4% per week from the first full pay on or after the 17 September 2010, with a further 4% per week from the first full pay on or after 17 September 2011, and a further 4% per week from the first full pay on or after 17 September 2012 to all employees covered by the Local Government Employees' Award.
2. Pay an across the board increase of 4% per week from the first full pay on or after the 17 September 2010, with a further 4% per week from the first full pay on or after the 17 September 2011, and a further 4% per week from the first full pay on or after the 17 September 2012 to all employees covered by the South Australian Municipal Salaried Officers' Award.

### **CLAUSE 38 - NO FURTHER CLAIMS**

All parties 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.

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

**SIGNATORIES**

**THIS AGREEMENT** is made at

**DATED** this                    day of                    2011

The Common Seal of the                    )  
CITY OF VICTOR HARBOR                    )  
was hereunto affixed in the presence of: )

..... )  
Mayor                                            )

..... )  
City Manager                                   )

In the presence of:                        )

..... )  
Witness                                        )

..../..../11

Signed for and on behalf of the )  
AUSTRALIAN WORKERS' UNION )  
)  
)  
)  
)  
..... )  
)  
Branch Secretary )  
)  
)  
In the presence of: )  
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)  
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..... )  
)  
Witness )

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Signed for and on behalf of the )  
AUSTRALIAN SERVICES' UNION )  
)  
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..... )  
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Branch Secretary )  
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In the presence of: )  
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Witness )

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**SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD  
SALARY REGISTER 04/03/2011 (SENIOR OFFICER)**

LEVEL	INCREMENT		SALARY (PER ANNUM)			
			<i>Current 17/09/2009</i>	<i>4% Increase 17/09/2010</i>	<i>4% Increase 17/09/2011</i>	<i>4% Increase 17/09/2012</i>
Level 1	Increment	1.1	66,875	69,550	72,332	75,225
		1.2	69,028	71,789	74,661	77,647
		1.3	71,186	74,033	76,995	80,075
Level 2	Increment	2.1	73,342	76,276	79,327	82,500
		2.2	75,498	78,518	81,659	84,925
		2.3	77,654	80,760	83,991	87,350
Level 3	Increment	3.1	79,466	82,645	85,950	89,388
		3.2	82,827	86,140	89,586	93,169
		3.3	85,414	88,831	92,384	96,079
Level 4	Increment	4.1	88,072	91,595	95,259	99,069
		4.2	91,435	95,092	98,896	102,852
Level 5	Increment	5.1	94,948	98,746	102,696	106,804
		5.2	99,944	103,942	108,099	112,423
Level 6	Increment	6.1	102,516	106,617	110,881	115,317
		6.2	106,581	110,844	115,278	119,889
Level 7	Increment	7.1	110,089	114,493	119,072	123,835
		7.2	115,138	119,744	124,533	129,515

**SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD  
SALARY REGISTER 04/03/2011 (GENERAL OFFICER)**

LEVEL	INCREMENT		SALARY (PER ANNUM)			
			<i>Current 17/09/2009</i>	<i>4% Increase 17/09/2010</i>	<i>4% Increase 17/09/2011</i>	<i>4% Increase 17/09/2012</i>
<b>Level 1</b>	Increment	1	39,349	40,923	42,560	44,262
		2	40,213	41,822	43,494	45,234
		3	41,418	43,075	44,798	46,590
		4	42,711	44,419	46,196	48,044
		5	43,986	45,745	47,575	49,478
		6	45,299	47,111	48,995	50,955
<b>Level 2</b>	Increment	1	46,608	48,472	50,411	52,428
		2	47,902	49,818	51,811	53,883
		3	49,196	51,164	53,210	55,339
		4	50,490	52,510	54,610	56,794
<b>Level 3</b>	Increment	1	51,784	53,855	56,010	58,250
		2	53,077	55,200	57,408	59,704
		3	54,370	56,545	58,807	61,159
		4	55,666	57,893	60,208	62,617
<b>Level 4</b>	Increment	1	56,957	59,235	61,605	64,069
		2	58,250	60,580	63,003	65,523
		3	59,546	61,928	64,405	66,981
		4	60,836	63,269	65,800	68,432
<b>Level 5</b>	Increment	1	62,130	64,615	67,200	69,888
		2	63,426	65,963	68,602	71,346
		3	64,717	67,306	69,998	72,798
<b>Level 6</b>	Increment	1	66,875	69,550	72,332	75,225
		2	69,028	71,789	74,661	77,647
		3	71,186	74,033	76,995	80,075
<b>Level 7</b>	Increment	1	73,342	76,276	79,327	82,500
		2	75,498	78,518	81,659	84,925
		3	77,654	80,760	83,991	87,350
<b>Level 8</b>	Increment	1	79,466	82,645	85,950	89,388
		2	82,827	86,140	89,586	93,169
		3	85,414	88,831	92,384	96,079

**LOCAL GOVERNMENT EMPLOYEES AWARD  
SALARY REGISTER 04/03/2011**

GRADE	INCREMENT		SALARY (PER ANNUM)			
			<i>Current 17/09/2009</i>	<i>4% Increase 17/09/2010</i>	<i>4% Increase 17/09/2011</i>	<i>4% Increase 17/09/2012</i>
Grade 1	Yrs of service	1	36,570	38,033	39,554	41,136
		2	37,047	38,529	40,070	41,673
		3	37,514	39,015	40,575	42,198
Grade 2	Yrs of service	1	38,076	39,599	41,183	42,830
		2	38,552	40,094	41,698	43,366
		3	39,022	40,583	42,206	43,894
Grade 3	Yrs of service	1	39,614	41,199	42,847	44,560
		2	40,093	41,697	43,365	45,099
		3	40,562	42,184	43,872	45,627
Grade 4	Yrs of service	1	41,473	43,132	44,857	46,651
		2	41,953	43,631	45,376	47,191
		3	42,421	44,118	45,883	47,718
Grade 5	Yrs of service	1	42,749	44,459	46,237	48,087
		2	43,227	44,956	46,754	48,624
		3	43,697	45,445	47,263	49,153
Grade 6	Yrs of service	1	43,838	45,592	47,415	49,312
		2	44,318	46,091	47,934	49,852
		3	44,786	46,577	48,441	50,378
Grade 6	Landfill		45,843	47,677	49,584	51,567
Grade 7	Yrs of service	1	44,928	46,725	48,594	50,538
		2	45,406	47,222	49,111	51,076
		3	45,874	47,709	49,617	51,602
Grade 8	Yrs of service	1	45,931	47,768	49,679	51,666
		2	46,408	48,264	50,195	52,203
		3	46,876	48,751	50,701	52,729
Grade 8	Landfill		49,294	51,266	53,316	55,449
Grade 9	Yrs of service	1	47,039	48,921	50,877	52,912
		2	47,558	49,460	51,439	53,496
		3	48,080	50,003	52,003	54,083
Grade 10	Yrs of service	1	48,248	50,178	52,185	54,272
		2	48,779	50,730	52,759	54,870
		3	49,315	51,288	53,339	55,473
Grade 11	Yrs of service	1	49,488	51,468	53,526	55,667
		2	50,034	52,035	54,117	56,281
		3	50,584	52,607	54,712	56,900
Grade 12	Yrs of service	1	50,760	52,790	54,902	57,098
		2	51,318	53,371	55,506	57,726
		3	51,881	53,956	56,114	58,359



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## **A P P E N D I X A**

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### **REDEPLOYMENT & RETRAINING GUIDELINES**

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#### **INTRODUCTION**

- 1.1 Council shall endeavour to provide ongoing employment in accordance with Clause Fourteen (14) of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in Council's employ.
- 1.2 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, employees will:
  - (a) have assistance in the form of career counselling and the provision of financial advice as appropriate:
  - (b) be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate manager and it is consistent with their skills and interests.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 Notwithstanding the contents of these guidelines, the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

#### **PURPOSE**

- 2.1 The purpose of this policy is to enable the management to redeploy people to meet the employer's needs in a fair and consistent manner.

#### **RESPONSIBILITY**

- 3.1 All officers and employees are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee is responsible to genuinely consider all reasonable redeployment options and locations.

## MANAGEMENT OF REDEPLOYMENT

In accordance with Clause Fourteen (14) of this Agreement, appropriate consultation will occur prior to the introduction of change.

- 4.1 When an employee occupies a position which is declared surplus to requirements, the appropriate supervisor shall:
  - 4.1.1 immediately advise the City Manager;
  - 4.1.2 retain responsibility for the welfare of the employee until redeployment;
  - 4.1.3 give the employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause sets out salary maintenance provision;
  - 4.1.4 meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the employee in a position (full – part time) that is acceptable to the employer and the employee. To facilitate this the following options will be considered:
  - 4.2.1 same job type;
  - 4.2.2 same work level;
  - 4.2.3 similar job type or work level (same \$), minor skill difference that can be learnt in 3 to 6 months;
  - 4.2.4 different job type\*;
  - 4.2.5 different work level\*.

*\* Employee will be required to undertake appropriate training and skill development.*
- 4.3 The Human Resource Manager will be responsible for coordinating the redeployment program. This will include:
  - 4.3.1 advising redeployees of appropriate job opportunities;
  - 4.3.2 arrange a skill survey for each redeployee;
  - 4.3.3 providing appropriate support and counselling as required;
  - 4.3.4 ensuring redeployees are properly informed of their employment status;
  - 4.3.5 ensuring the appropriate Union is consulted;
  - 4.3.6 ensure identified training needs are satisfied.
- 4.4 The manager of the area to which the employee is to be redeployed is responsible for:
  - 4.4.1 supporting employees redeploying to their Department;



- 4.4.2 arranging for employees redeployed to their Department to be properly inducted into the local work environment paying particular attention to occupational, health, safety and welfare issues;
- 4.4.3 arranging appropriate training for employees who have been redeployed to their Department;
- 4.4.4 preparing ongoing feedback on performance and development;
- 4.4.5 ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

## **EMPLOYMENT REQUIRING REDEPLOYMENT**

- 5.1 Employees requiring redeployment will be given information, support and opportunity by their managers to fulfil the following responsibilities:
  - 5.1.1 to fully inform themselves of the various options available;
  - 5.1.2 to actively and positively seek an approved position compatible with their skills;
  - 5.1.3 to seriously consider any positions offered by the employer;
  - 5.1.4 to undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **TRAINING**

- 6.1 Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

## **TEMPORARY PLACEMENT**

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placement to meet customer service needs. Placement of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding four weeks.
- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

## **PROCEDURE**

The employer will maintain a register of employees declared surplus and:

- 8.1 Ensure a skill survey is conducted for each redeployee.
- 8.2 Advise each employee of potential vacancies.
- 8.3 Ensure identified training needs are satisfied.
- 8.4 Ensure all redeployees are fully informed of these guidelines.



## **A N N E X U R E 1**

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### **THE GENERAL INSPECTOR WORK AREA**

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The General Inspectors have private use of a Council vehicle for the days whilst on call and are paid an availability allowance.