

CORPORATION OF THE CITY OF WHYALLA ENTERPRISE AGREEMENT NO 7, 2011

File No. 5644 of 2011

**This Agreement shall come into force on
and from 20 January 2012 and have a
life extending until 20 October 2014.**

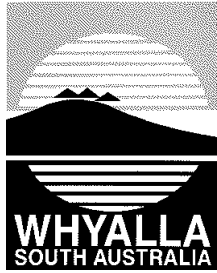
THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK
ACT 1994.



DATED 20 JANUARY 2012.

COMMISSION MEMBER





CORPORATION OF THE CITY OF WHYALLA

**SOUTH AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION**

ENTERPRISE AGREEMENT

DECEMBER 2011

CLAUSE 1 - TITLE

This Agreement shall be known as THE CORPORATION OF THE CITY OF WHYALLA ENTERPRISE AGREEMENT 2011.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

“**ASU**” means the Amalgamated ASU (State) Union.

“**AWU**” means the Australian Workers Union.

“**Benchmarking**” is a process of comparing costs of products or services between internal and external providers.

“**Best Practice**” is to be the best in each area of Council activity, incorporating continuous improvement, performance measurement, benchmarking and team based approaches to problem solving and decision making with customers (residents/clients) as the primary focus.

“**Call-out**” shall mean a situation in which an employee (or employees) are called-out to perform work which was unforeseen (or emergency situation) and for which no prior advice was given.

“**Casual**” shall mean a person employed on a temporary, sporadic or short term basis.

“**Consultation**” is the sharing of information and exchange of views between the parties and provides employees with the genuine opportunity to contribute effectively to decisions which are likely to have a significant effect on their work related issues. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made and provide them with feedback as to the reasons for those decisions.

“**Council**” means the Corporation of the City of Whyalla, the Elected Members of which direct and control the affairs of Council in accordance with the Local Government Act.

“**Council Management**” comprise the role of the Chief Executive Officer and Line Managers who are generally responsible for the efficient and effective operation of the Council's organisation and for ensuring the implementation without undue delay of the decisions of the Council.

“**Employee(s)**” include all persons employed by the Corporation of the City of Whyalla who perform work covered by this Agreement and who are covered by one or other of the two (2) relevant Awards which operate at Whyalla Council excluding the Chief Executive Officer.

“**Employer**” means The Corporation of the City of Whyalla.

“**Enterprise Agreement**” means the Corporation of The City of Whyalla *Enterprise Agreement 2011*, which is certified by the *South* Australian Industrial Relations Commission.

“**Extended Period of Leave**” for the purpose of Clause 34 of this Agreement means greater than three months absence from work.

“**Family Member**” for the purpose of carer's/family leave, consists of:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

“Job Redesign” (Work Organisation) is a planned approach between Management, Unions and staff to the whole process of work which aims to develop and implement more efficient and effective ways of working and create more varied, meaningful and rewarding jobs.

“Joint Consultative Committee” is a committee established for the purposes of joint consultation between Management, Employees and Workplace representatives.

“LGE Award” is the Local Government Employees Award.

“Logical Completion of Work Task” is working to an agreed pattern which provides for meal breaks, rest breaks and finishing times to be taken in the most productive manner.

“Mature Aged Employee” for the purposes of Clause 36 of this Agreement shall mean an employee of 55 years and over.

“MSOA Award” is the South Australian Municipal Salaried Officers Award.

“Mutual Agreement” is the act of coming to a harmonious reciprocal agreement.

“New Employee” for the purposes of Clause 34.5.1 shall mean an employee who is still within their probation period.

“Overtime Buffer Zone” is a period of one hour’s unpaid overtime which may apply on a daily basis to Municipal Officer’s Award employees who work a 35 hour week. A ceiling of 4 hours applies to such overtime buffer zones in any pay fortnight after which all overtime hours worked are to be paid.

“Personal Leave” shall mean leave debited against an employee’s sick leave entitlement to a maximum of ten (10) days in any one (1) anniversary year. Such leave may be granted on account of urgent and / or pressing family purposes including family medical/ health matters, emergency family care, important appointments that cannot be made outside of normal working hours and similar types of such emergency or unexpected situations.

“Performance Standards/Targets” are the agreed/desired levels of performance in relation to cost, timeliness, quality, safety, environment, turnaround time, etc, which are essential for managing a program for continuous improvement.

“Productivity” is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

“Scheduled overtime” shall mean overtime that an employee is scheduled (or required) to perform with such overtime being previously notified to the employee with adequate notice by management.

“Significant Workplace Change” includes termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or reduction of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect”

“Special Projects” are projects proposed by Council or to result from special funding allocations and include projects which, by their nature, are not part of the normal work allocation of Council.

“Workplace Representative” shall mean Union members elected from the membership appointed under the rules of the relevant Union, whose role is to effectively represent the interests of members at the workplace”.

“Employee Representative” shall mean an employee elected from all employees or a designated workgroup.

“Work Teams” shall mean the group of employees that have a similar function, task or common objective. Council’s existing work teams are defined by the organisational structure or through the current association of employees undertaking particular roles or projects. Most employees are able to immediately identify with at least one workgroup.

CLAUSE 4 - PARTIES BOUND

This Agreement is binding on;

- The Corporation of the City of Whyalla in respect of its employees who are employed by Council pursuant to the terms and conditions of the LGE Award and MO Award as defined *excluding the Chief Executive Officer,*
- *The Amalgamated Australian Services (SA) State Union , and*
- *the Australian Workers Union.*

CLAUSE 5 - PERIOD OF OPERATION

This Agreement shall come into operation on the 21 October 2011.

The nominal expiry date of the agreement shall be the 20 October 2014.

CLAUSE 6 - RELATIONSHIP TO CURRENT AWARDS

This Agreement shall be read in conjunction with the terms of the MO Award and LGE Awards (as defined), provided that where there is any inconsistency between this Agreement and those Awards, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 - OBJECTIVES OF AGREEMENT

It is the objective of this Agreement to implement workplace practices so as to provide for more flexible working arrangements, which will improve the efficiency and productivity of the employer and the employees, enhance skills and job satisfaction and provide for security of employment for all employees, and to assist positively in ensuring that this Council becomes a more efficient enterprise.

It is the view of all the parties that the objectives of this Agreement are to facilitate;

- workplace productivity and cost effectiveness by embracing a “best practice” culture for Council,
- flexible working arrangements and hours,
- enhanced service to residents/customers of Whyalla Council,
- implementation of employer’s Strategic Plan,
- the development and maintenance of the most productive and harmonious working relationship obtainable,
- provide security of employment for all employees,
- continual development and participation in programs of continual improvement for Council,
- continual implementation of performance indicators and benchmarking for work-teams within Council.

It is also recognised that an important factor in achieving the above objectives is the development of a working environment where all parties are appropriately involved with the decision making process. Both the employer and the employees are committed to co-operating positively, to implement work practices that are flexible and meet the requirements of the employer.

CLAUSE 8 - WORKPLACE CULTURE

The means by which Whyalla Council becomes “the best” is critical if continual improvement is to be a permanent feature of the way the organisation goes about its business.

The culture we seek will have a number of features including:

- 8.1** Identification with the City of Whyalla and it’s corporate objectives as established under the Corporation of the City of Whyalla’s Strategic Plan.
- 8.2** Being proud to work for the City of Whyalla and accepting that the customer is the focus of all activities.
- 8.3** Mutual respect, trust and cooperation within and between all employees who work in or who interact with the organisation.
- 8.4** Participative team based approaches to work organisation.
- 8.5** Becoming a “learning” organisation. Accepting the need to be innovative, try new things, listen to each other and provide high quality training and individual development both on and off the job.
- 8.6** Systems which guarantee two-way communication and extensive consultation at all levels of the organisation.
- 8.7** Providing the tools including the effective technologies to achieve and maintain the necessary level of competitiveness.

CLAUSE 9 - WORKPLACE COMMUNICATION AND CONSULTATION

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

The parties are committed to a consultative process which aims to effect a change to the organisation's culture through co-operation. All parties will assist and support these processes.

9.1 A Joint Consultative Committee comprised of employees, management and workplace representatives are charged with the role of coordinating the reforms set out in this Agreement and maintaining effective communication.

(NOTE: the terms of reference and constitution for the Joint Consultative Committee are attached as **Annexure "A"**).

9.2 The Chief Executive Officer and/or a Senior Manager shall address all employees every six months about the operation and welfare of the enterprise.

9.3 Department Managers/Supervisors are to hold monthly meetings with employees covering such matters as;

- matters affecting their departmental function,
- wider issues for Council in the future and the possible impact on their work area,
- departmental performance against targets, performance indicators, etc,
- current and future workloads and projects,
- Occupational Health Safety & Welfare, Enterprise Agreement, Fair Treatment issues and information to be permanent agenda items.

Minutes are to be kept and distributed.

9.4 Consultation will take place with employees in appropriate work areas on the introduction of significant workplace change and its effects.

CLAUSE 10 - DISPUTE SETTLING PROCEDURE

The dispute settling procedure contained under this clause shall be applicable in disputes between an employee, a union party to this agreement and the Council. The operation of the clause shall cover disputes over the operations of this enterprise agreement or any other dispute under the workplace enterprise agreement, excluding matters relating to the dismissal of an employee

Where the following steps are being pursued all work shall continue normally.

No party shall be prejudiced as to the final outcome of a matter through the continuation of work during the period a matter is in dispute.

All time spent by employees or workplace delegates during normal working hours pursuing the provisions of this Clause shall be treated as paid time.

Stage 1

An employee or supervisor having concern about any matter connected with their employment shall raise such a concern with their immediate supervisor or the employee concerned.

Both parties within their capacities will endeavour to resolve such concerns or disputes speedily.

Stage 2

If the matter remains unresolved after a 48 hour period has elapsed, then the concern will be raised and assistance sought from the Department Manager.

The Department Manager will notify the relevant workplace representative

Upon the matter of concern being raised with the Department Manager, the Department Manager shall investigate and respond directly to the employee within a period not greater than 48 hours. Should 48 hours prove an insufficient period for the Department Manager to respond, then the employee concerned shall be advised and given a time when the answer will be forthcoming.

Stage 3

If the matter still remains unresolved it shall then be referred to Council's Manager Governance and Organisation Development or other suitable Council officer.

A conference of Council and workplace representative or representative of the employee's choice will be arranged, within seven days, to review the matter in an effort to reach an amicable resolution.

Stage 4

Should the matter continue to be unresolved then, upon the motion of the aggrieved employee, the matter shall be referred to the SAIRC for conciliation and, if required, arbitration

CLAUSE 11 – UNION RIGHT OF ENTRY

- 11.1** A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of investigating a suspected breach of the terms and conditions of the Award and this Agreement subject to not less than 24 hours notice, where practicable, to the Manager Governance and Organisation Development, Chief Executive Officer or in their absence, the Manager of the Department.
- 11.2** A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub-clause 1 above provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 11.3** A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss matters pertaining to the employment relationship. The meetings will take place during meal breaks or at other times as agreed by the parties to this Agreement.

CLAUSE 12 - HOURS OF WORK

- 12.1** The need for flexibility in hours of work is recognised in order to cope with seasonal factors, special projects or other matters which will include improved service to residents.

12.2 Any significant changes to hours of work or the way in which work is done will be trialled over a mutually agreed period of time and evaluated by all parties concerned before being adopted by mutual consent and by way of reference to provisions contained in Clause 31.

12.3 Where possible, additional overtime hours are to be offered on a rotational basis.

12.4 The span of hours is to be between 6.00am and 7.00pm over five days Monday to Friday (except Public Holidays), up to a 38 hour week or 76 hour fortnight. By mutual agreement between the supervisor and the employee(s) the 38 hour week may be worked in any roster pattern with a maximum of 10 hours worked in any one day.

Provided however that the requirement to work ordinary hours Monday to Friday shall not apply where the work area operates during the weekend and employees are engaged to work their ordinary hours (or part thereof) over the weekend and paid in accordance with 12.10 hereof.

12.5 Extra hours worked within the span of hours can either be taken on an accumulated time for time basis (TOIL) or paid at ordinary time rates. Overtime hours worked outside the agreed span of hours or, in addition to 10 hours per day, will be taken or paid at the overtime rates shown below. The overtime rates below do not apply to the ordinary hours of employees covered by the provisions of 12.10 hereto;

- overtime Monday to Friday paid at the rate of time and one half for first two (2) hours then double time thereafter,
- overtime Sat am paid at the rate of time and one half for the first two (2) hours and double time thereafter,
- overtime Sat pm and Sunday shall be paid at the rate of double time,
- overtime on public holidays shall be paid at the rate of double time and one half.

A minimum payment for 2 hours at the appropriate rate will apply for Saturday overtime and a minimum of 3 hours will apply for Sundays.

12.6 Accumulated time (TOIL) accrued for extra hours worked are to be taken within 12 months. Except by mutual agreement (between the supervisor and the employee) two (2) weeks notice shall be given regarding the taking of accumulated time.

12.7 The employees consent to work flexibly and additional hours will not be unreasonably refused. The employer shall have due regard to an employees domestic commitments when making a request to work additional hours.

12.8 The minimum payment for a call-out (as defined) shall be two (2) hours at the appropriate overtime rates provided for under 12.5 hereof. If the call-out exceeds one hour then a minimum of 3 hours at the appropriate overtime rates shall apply. The calculation of time for a call out shall include travelling time to and from the job.

12.9 The following shall apply to employees who normally work a 35 hour week and are directed by the employer to work overtime.

12.9.1 Subject to c) below, a daily one hour "overtime buffer zone" being the difference between a 7 hour and 8 hour working day will be unpaid.

- 12.9.2** A ceiling of four such “overtime buffer zone” hours shall apply in any fortnightly pay period, after which all overtime hours worked shall be paid for the pay fortnight.
- 12.9.3** Such overtime shall be mutually agreed and shall be offered for a minimum of two hours, being one hour recorded as “overtime buffer zone” and one hour paid as overtime. Where an employee concludes the overtime task earlier than anticipated (and then leaves work for the day) the employee shall be paid overtime for time actually worked outside of the “overtime buffer zone”.
- 12.9.3** Where an unpaid half hour meal break applies, as per the Award, this is to be exclusive of the “overtime buffer zone”.
- 12.10** Where the section or work activity operates over a seven (7) day period, employees working on Saturdays and Sundays as part of their ordinary hours (up to 38 per week / 76 per fortnight worked in any given week) will receive a loading of 50% for those hours in addition to their normal wage. 15% loading will apply to hours worked after 5pm Monday to Friday. Weekend overtime rates as per Clause 12.5 will not apply provided a minimum notice period of 24 hours has been given.
- 12.10.1** Employees who are regularly rostered over seven (7) days shall be granted an additional week of annual leave including leave loading of 17.5%.
- 12.10.2** If an employee works Monday to Sunday as part of his / her ordinary week, then he/ she should be entitled to two (2) consecutive days off during the period Monday to Sunday, which shall be mutually agreed between the parties.
- 12.10.3** The above may be paid as an annualised salary by mutual agreement between the employee and the employer.
- 12.10.4** “Call-out” (as defined) will apply to employees who work over a seven (7) day roster, as per 12.8 above.
- 12.11** Provision of a mobile phone or work radio does not in its own right entitle an employee to the standby allowance pursuant to the Municipal Officers Award.

CLAUSE 13 - SELECTION PROCESS

- 13.1** All vacant positions will be advertised throughout the employer’s workforce. Written advice of outcome will be provided to all unsuccessful internal applicants. Internal applicants may request counselling from the Manager Governance and Organisational Development or relevant manager on how they might enhance their future prospects in regard to jobs advertised by Council. Fair treatment principles will be used to ensure that selection is based on merit. Preference will be given to an internal applicant over an external applicant if the recruiting process determines them equal on merit.
- 13.2** Management has the prerogative to decide on the extent and placement of recruitment advertising from which applications will be drawn subject to 13.1 of this clause.
- 13.3** Advice will be provided to employees in regards to interview techniques / tips at one of the mandatory training sessions held each year.

13.4 Employees are encouraged to request feedback on their interview.

CLAUSE 14 - FIXED TERM CONTRACTS

MSOA Only

14.1 Council may offer fixed term contracts on any of the following grounds:

14.1.1 for a specific project of defined duration or for work of a defined and limited duration,

14.1.2 for a position which is funded from an external body,

14.1.3 to replace an employee who is on extended leave,

14.1.4 for new appointments to positions at or above classification Level 6 of the Award.

14.2 The employment contract shall not contain provisions less favourable than the Award and this Agreement.

14.3 A fixed term contract offered by Council will contain the following provisions:

14.3.1 For contracts with a duration of 2 years or greater Council shall give the incumbent 3 months notice of its intention not to renew the contract and the grounds on which the decision was made.

14.3.2 Where Council has resolved to continue with the same position for a further fixed term then the incumbent shall have the right to renew the contract, subject to satisfactory performance.

14.3.3 Where a contract position using specific skills is in existence for a period of three (3) years, and will continue, the position is to be advertised as permanent. This applies to Level 5 and below.

14.3.4 Where Council decides to create a permanent position from a position that was previously fixed term, the incumbent shall have the same opportunity as permanent employees in applying for the position.

CLAUSE 15 - PART TIME EMPLOYEES

15.1 Part time employees may work additional hours up to 38 hours per week by mutual agreement between the employee(s) and Manager/Supervisor concerned. Such additional hours worked within the relevant span of hours as agreed in Clause 12 Hours of Work to be at single time and overtime to apply as also stated in Clause 12.

15.2 All such additional hours worked by part time employees up to 38 hours will be proportionally averaged for the purposes of calculating Sick Leave and Annual Leave.

CLAUSE 16 - CASUAL EMPLOYEES (MSOA ONLY)

- 16.1** For the purposes of this Clause “casual work” means work which is of a temporary, sporadic or short term nature such as filling in for brief absences or during periods of peak load. Casual work is not intended to be used as a replacement for permanent part time work.
- 16.2** An employee engaged as a casual for 1000 hours or less in any year under the Municipal Officer’s Award may be on an hourly contract of employment and such employee shall be entitled to be paid a loading in addition to the appropriate salary prescribed under the Agreement for the normal duties involved. However, the provisions of the Municipal Officers Award relating to Annual Leave, Sick Leave, public holidays and probationary or permanent employment shall not apply to a casual employee.

A casual hours exemption applies for the Child Care Centre for the life of this Agreement.

Multi Skilling of Casuals

Council is committed to providing training, by mutual agreement, for casual employees in other areas of Council work where casual workers are employed with a view to providing them with the skills necessary to undertake work in those areas.

For the purposes of Clause 16.2 any casual worker who works in more than one work area may work up to 1200 hours.

Existing casual workers who have received training in accordance with Clause 16.2 will be given priority over engaging new casuals to undertake that work for which they have been trained.

Where Council wishes to extend the hours of a casual employee beyond 1000 / 1200 hours per annum, the extension may be negotiated and agreed between the parties.

CLAUSE 17 - WORKING SUPERVISORS

- 17.1** Supervisors may perform any duty for which they are trained, skilled, and competent and have the knowledge to safely perform.
- 17.2** All parties agree that the role of Supervisor is to achieve the maximum utilisation of all resources available to Council.
- All Council Supervisors shall be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources.
- 17.3** Any work to be performed by Supervisors will not result in displacement, retrenchment or reduction of positions held by Council employees and must not result in reduced employee income for the existing employees.

CLAUSE 18 - JOB SHARING

The parties recognise that mutual benefits are obtainable by the employer and its employees when job sharing is created.

It enables employees to re-enter the workforce to retain their skills and self esteem when dealing with family responsibilities.

The employer will not suffer loss of skills and costs obtained with staff turnover and re-training.

Therefore, job sharing by mutual agreement of all parties concerned, where productivity and efficiency are maintained, will be supported.

CLAUSE 19 - HIGHER DUTIES

19.1 Employees may be asked to perform any duty for which they are trained, skilled and competent to safely perform.

AWU

19.2 In so far as possible higher duties will be offered on a rotational basis. Selection of employees for higher duties shall be based on their ability to perform the functions (**refer Annexure 'B'**) of the job in a safe and effective manner.

The employer believes that opening up access to opportunities for higher duties shall provide training and skills development and aid in the multi-skilling of employees.

19.3 Where an employee covered by the Local Government Employees Award has been engaged for four hours or more on any one day on duties carrying a higher rate than their ordinary classification, they shall be paid the higher rate for such a day. If working at the higher classification for less than four hours on any one day, they shall be paid the higher rate for the time so worked.

19.4 will be deleted, subject to adoption of new classification structure for AWU

19.4 Subject to workplace requirements, Infrastructure will have three (3) Weed Control Operators with a Level 3 Weed Control Certificate as per the relevant position description.

Employees relieving on higher duties for the above positions (Grade 6 Weed Control Operator) are required to be holders of Level 3 Weed Spray Certificates. The hours worked in a Weed Spray Level 6 position, as higher duties, shall be paid but not be cumulative.

MSOA

19.5 This provision has no effect on employees covered by the Municipal Salaried Officers Award who will work in accordance with that Award.

CLAUSE 20 - ANNUAL LEAVE

20.1 Entitlement

A period of up to 152 hours leave or as per the relevant awards, shall be allowed annually to an employee after 12 months continuous service as an employee on weekly hiring in one or more of the occupations to which this Agreement refers.

20.2 Method of Taking Leave

Annual Leave may be taken in any manner agreed between the employee and Departmental Manager. At least a block of five (5) days must be taken together in the twelve month period once such leave has been accrued.

Annual Leave to which an employee is entitled shall be taken within 12 months after the right to Leave has accrued.

20.3 Notice

An employee shall give a minimum period of two week's notice, on the appropriate form for taking Annual Leave, unless a lesser period is otherwise agreed between the employee and the Supervisor.

20.4 Payment for Period of Leave

The employee will be paid for up to 38 hours per week at ordinary time rates plus 17.5% (subject to limits set in the Municipal Officers Award).

CLAUSE 21 - SICK LEAVE

21.1 Entitlement

An employee on weekly hiring who is absent from their work on account of personal illness, or on account of injury by accident, shall be entitled to leave of absence without deduction of pay subject to the conditions and limitations contained herein and with reference to the relevant sections of the appropriate Awards.

21.1.1 In the first year of service with the employer, an employee shall be entitled to a grant of leave of up to 76 hours on full pay, calculated, on a pro-rata basis using completed weeks of service.

21.1.2 In each succeeding year of continuous service with the employer, an employee shall on the anniversary of each such year, be entitled to a grant of leave up to 76 hours on full pay.

21.1.3 The sick leave credit of an employee shall accumulate from year to year from the commencement of employment with the employer.

21.1.4 Sick leave may also be accessed for the purposes of Personal Leave (as defined) or for purposes of Bereavement Leave additional to that entitlement prescribed under the Municipal Officers Award and the Local Government Employees Award. Personal Leave incorporates Carer / Family Leave. Nothing in this clause is intended to reduce the entitlement contained in Clause 6.8 of the Municipal Officer's Award.

21.1.5 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and employee turnover rates at Council. In order to achieve these goals the parties commit themselves to a reduction of unnecessary absenteeism. Our strategy in addressing this is to provide some form of financial incentive, which encourages regular work attendance and employee retention, by the accumulation of sick leave

credits each year over the three year life of the agreement. The system will be reviewed as part of negotiations for a 7th Enterprise Agreement.

The scheme is two staged in that it provides for an annual financial credit incentive each year with the bonus credits accumulated paid on termination.

The following rates of accrual and the payment of the bonus credits for personal / family / sick leave will only apply to such leave accrued from 21 October 2008. Credits will only be calculated on the lodgement anniversary date on completed full years of service.

Days Taken Per Year	Days Accrued as Bonus Credits
Less than 1 day	5 days
1 but less than 2	4 days
2 but less than 3	3 days
3 but less than 4	2 days
4 but less than 5	1 day
5 days and over	Nil

In order to qualify for such bonus payments the employee must have at least 3 years continuous service with the City of Whyalla.

Employees who are dismissed by the Employer in accord with Council policy are not eligible for such payment. All payments of family / personal / sick leave made in accordance with this clause shall be made at the employee's ordinary rate of pay,

21.1.6 The parties agree that medical certificates or other reasonable evidence may be required in respect of any leave taken under this Clause.

21.2 Workers Compensation

The employee shall not be entitled to sick leave for any period in respect of which the employee is entitled to Worker's Compensation.

21.3 Notification

The employee shall, as soon as reasonably practicable, inform the employer of their inability to attend for work and the estimated duration of the absence.

Wherever possible, the employee will advise of their intended absence prior to the commencement of the working day, but at least within 24 hours after the commencement of the absence.

21.4 Certification

If so required, an employee shall provide a medical certificate obtained within three days of the commencement of the absence. For all absences of greater than two days duration, before or after a public holiday or scheduled RDO or where more than five single days have been taken, a certificate from a duly accredited medical practitioner must be provided by the employee.

Days taken together with a public holiday or RDO or where (both) days preceding and following a weekend are taken off, satisfactory medical evidence shall be submitted.

CLAUSE 22 - LONG SERVICE LEAVE

22.1 Long Service Leave shall be granted in accordance with the provisions of the Long Service Leave Act, 1987, as amended.

22.2 An employee may elect to take Long Service Leave as per the Act as follows;

- by doubling the period of leave taken and being paid at half the normal rate for the duration of the leave; or
- by halving the period of leave taken and being paid at double the normal rate for the duration of the leave,
- accrued Long Service Leave can be exchanged for cash by mutual agreement,

22.3 An employee who has completed five (5) years service with Council and subsequently has his / her employment terminated on the grounds of total (or permanent) incapacity may at the discretion of the Chief Executive Officer be paid for pro rata long service leave based on completed years of service with Council.

CLAUSE 23 – TIME OFF IN LIEU LEAVE

23.1 The employer and all employees shall adopt a flexible approach to the taking of Rostered Days Off as specified below with any variation being by mutual agreement between the employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken, at time for time, at some other mutually agreed time.

23.2 Accumulated rostered days will be accrued along with other time in lieu as TOIL hours which will be capped at a maximum of 2 weeks, pro rata as per normal hours worked, for each employee.

CLAUSE 24 - PARENTAL LEAVE

The provisions relating to Parental Leave pursuant to the Municipal Salaried Officers Award and the Local Government Employees Award shall apply subject to the following:

24.1 Where a female employee applies for (and is granted) maternity leave under the relevant Award, the employee shall be entitled to payment for 6 weeks of such leave at her normal rate of pay.

- 24.2 Where an employee applies for (and is granted) adoption leave under the relevant Award, the employee shall be entitled to payment for 6 weeks of such leave at his / her normal rate of pay.
- 24.3 In order to qualify for such payments the employee must have at least 3 years continuous service with the City of Whyalla. The payment shall be made at the commencement of Parental leave in normal pay period instalments.
- 24.4 In extenuating circumstances Management will consider the application of this section in full or part to male employees where it can be satisfied that the employee is the primary caregiver.

CLAUSE 25 – PUBLIC HOLIDAYS

In addition to the Public Holidays as prescribed in the Awards as defined employees will be entitled to the following holidays without deduction of pay:

- Christmas Day;
- First Day of January; and
- Easter Sunday.

CLAUSE 26 - ALLOWANCES

- 26.1 All allowances referred to in Schedule 4 and 5 of the Local Government Employees (SA) Award, have been absorbed into the base wage rates in Whyalla Council's First Enterprise Agreement certified on 3rd February, 1994.

The exceptions to this provision shall be:

- Schedule 4 - First Aid Attendant
Plumbing Trade Allowance.
- Schedule 5 - Meal Allowance
Tool Allowance
Mileage Reimbursement.

- 26.2 Any relevant allowances are to increase in line with pay increases per annum.

- 26.2.1 \$60 per day meal allowance be payable to employees who are expected to stay away overnight to perform works at distant locations. For employees that have accommodation paid for by Council where a meal or meals are included, this amount will be adjusted accordingly.

CLAUSE 27 - OH&S IN THE WORKPLACE

- 27.1 The parties to this Agreement are committed to continuous improvement, risk management including the Occupational Health & Safety Act, and relevant Regulations and Codes of Practice, will be maintained at all workplaces. Council management will ensure compliance with the legislation and all employees to commit to implement the best achievable level of risk management and health and safety practices.

CLAUSE 28 – SUPERANNUATION

28.1 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

28.2 For the purpose of this Clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the Local Government Act, 1999 SA and which is now operating under the name of Local Super SA-NT.

The amount of employer superannuation contributions means;

28.2.1 For contributory members:

- 3% of the employee's *salary.
- Any additional superannuation contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme.
- Any additional superannuation contributions which the employer agrees to pay in respect of an employee.
- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992.

28.2.2 For non-contributory members:

- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992.
- Any additional superannuation contributions which the employer agrees to pay in respect of an employee.
- Contributions which the employer must pay to 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.
- The use of the word “salary” needs to be carefully referenced to the way it is used in the Local Super scheme rules plus where it is used elsewhere in awards, enterprise bargaining or other agreements.

28.3 Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary (including Award of Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme.

28.3.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

- 28.3.2** The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave shall be the pre-sacrificing salary.
- 28.3.3** Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.
- 28.3.4** The application shall be in writing on the form provided by the Corporate Payroll Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 28.3.5** The individual agreement to salary sacrifice may be rescinded by the employee provided three months prior notice in writing is given to the Corporate Payroll Officer.
- 28.3.6** Each employee may at will with three months notice given to the Corporate Payroll Officer in writing review and alter the percentage of salary to be salary sacrificed. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 28.3.7** The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 28.3.8** Salary Sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 29 - NO FORCED REDUNDANCIES

- 29.1** The employer's policy is to preserve employment. There will be no forced redundancies during the life of the Agreement.
- 29.2** The parties recognise that over time the mix of jobs and skills required will change. In the event that an employee's job is displaced by new technology or changed work requirements, the employee will be offered an alternative position together with the necessary training to perform that job.

29.3 Retention of Rate

For an employee who is redeployed to an alternative position at a lower classification, the following shall apply:

- 29.3.1** The employee's former classification rate of pay will be retained and all increases are to be absorbed indefinitely until the employee's new classification rises to meet the salary level of the former classification.

29.3.2 At such time the employee may seek to negotiate a voluntary separation package, acceptance of which by the employee and Council is not mandatory. Upon redeployment where a VSP has been offered by Council such offer will remain open for a period of six months from commencement in the redeployed position.

29.3.3 In addition, the employee will be provided with the opportunity to undertake training and development in an effort to maintain their current classification, skill or for further career progression as determined by Council.

CLAUSE 30 – VOLUNTARY SEPARATION PACKAGES (VSP's)

The following conditions shall apply in respect of any such application:

30.1 The VSP's are discretionary on the part of Council both in terms of the numbers to be approved and the individuals concerned.

The effect on work operations will be an important consideration in the exercise of Council's discretion to accept or reject an application for a VSP.

Employees expressing an interest in a VSP will be provided with a worked example of termination pay for their consideration. Such an offer will not be binding on either party.

30.2 The VSP formula shall comprise of the following payments:

- 10 weeks notice of the termination date or payment in lieu thereof (or any part thereof).
- 3 weeks pay for each completed year of continuous service with the Whyalla Council.
- A maximum payment of 78 weeks in respect of the above payments.

30.3 Workers Compensation

30.3.1 The employee shall notify the Chief Executive Officer of each and every injury or disability which he/she could reasonably be aware of and believes were or could possibly have been sustained during the period of employment with the Council.

30.3.2 The employee not suffering any work related injury between the date of the offer of the VSP and the time at which the employee commences their journey home on the final day of employment.

30.3.3 The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.

30.3.4 The employee repaying an amount to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly Workers Compensation payments arising out of the employee's employment with the Council.

CLAUSE 31 – INTRODUCTION OF CHANGE

31.1 Employer’s Duty to Notify

31.1.1 Where the employer has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union. Minor alterations to work, up to a month, will be by mutual agreement.

31.1.2 “Significant effects” include termination of employment, major changes in the composition, operation or size of the employer’s workforce or in the skills required, the elimination or reduction of the job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of the matters referred to above an alteration shall be deemed not to have significant effect.

31.2 Employer’s Duty to Discuss Change

31.2.1 The employer shall discuss with the employees affected and their Union about the introduction of the changes, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

31.2.2 The discussions shall commence as early as practicable after a decision has been made by the employer to make the changes.

31.2.3 For the purposes of such discussion, the employer shall provide, in writing, to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that an employer shall not be required to disclose confidential information, the disclosure of which would be detrimental to the employer’s interest.

CLAUSE 32 - PERFORMANCE DEVELOPMENT

32.1 The employer is committed to the development of employee skills, knowledge and experience as it relates to the work they do and to assist employees to develop a career path within Local Government overall.

32.2 The Employee Performance Development process will be conducted annually and reviewed and maintained for all employees at Council. An annual review of the system will be conducted by the Joint Consultative Committee and recommendations made to management for enhancement of system.

CLAUSE 33 - TRAINING AND DEVELOPMENT

33.1 Training Budget

The employer is committed to training and development of staff to enhance their career options and to increase productivity and effectiveness. Therefore, it is agreed that 1.0% of payroll will be allocated as a training budget line per annum for non-mandatory training for the term of this Agreement.

The training plan on how this money will be spent will be provided to the consultative committee for comment prior to implementation.

There will be a minimum of 0.5% of payroll allocated as a training budget line for mandatory training per annum for the term of this agreement.

33.2 Training Flexibility

Where practicable, all Occupational Health & Safety Training and essential vocational training shall be carried out during the span of working hours. Any essential vocational training outside the span of working hours will be paid for at the appropriate penalty rates.

Structured training programs conducted by the employer on a Saturday or at other agreed times, outside the span of working hours, will be subject to individual agreement and management approval and will be paid for at overtime rates or by time taken off in lieu.

33.3 Personal/Career Development

By mutual agreement training for personal and/or career development during the normal span of working hours will be paid at ordinary time.

By mutual agreement, training for personal and/or career development outside the span of working hours will be paid at (0.5) time.

33.4 The employer will investigate the possibility of childcare for employees with family responsibilities who would be unable to attend such Council required training without childcare arrangements.

33.5 Training programs provided by the employer are to be developed jointly by management and employees, as a result of Training Needs Analysis, performance appraisal development data and surveys of relevant management and employee needs.

33.6 Training to be fairly and equitably spread across the workforce on a pro rata basis, through the development of an annual training program in consultation with management and the Joint Consultative Committee.

33.7 Training Policy

33.7.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in the span of working hours subject to the following provisos:

- that such courses are appropriate to Local Government; and
 - that such courses and the method of undertaking such courses are approved and authorised by the employer.
- 33.7.2** Following consultation between Senior Management and interested employees and subject to approval, reasonable opportunity will be given to employees to attend appropriate courses conducted by the relevant Training Authorities or other similar relevant organisations.
- 33.7.3** Employees undertaking courses of study by correspondence shall be permitted time off with pay for two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in 33.7.1 hereof.
- 33.7.4** Where an employee is approved by the employer to undertake a course of study or attend a training course, the employer shall on satisfactory completion of each year, semester or module (as applicable and as agreed in a letter giving approval):
- Reimburse the employee for fees paid in respect of such course up to a maximum of \$500 per semester, which includes reimbursement for costs of textbooks.
 - A student loan scheme, in accord with Council policy, will be available for approved student employees, repayable through the payroll / debtors system within a twelve (12) month period.
 - If the training course is held outside of Whyalla, where possible, a Council vehicle will be made available for travel, or if such Council vehicle is not available, the cost of travel, eg bus, plane, etc, shall be met or the employee reimbursed for their own vehicle use at a rate equivalent to the normal airfare, if a flight is applicable, or if the employee is obligated to take their own vehicle, and no flight applies, at the rate prescribed for mileage reimbursement by the Australian Taxation Office as amended from time to time..
- 33.7.5** Where an employee considers that leave approval, available pursuant to 33.7.2 and 33.7.3 hereof, has been unreasonably withheld by Council, the employee may raise the matter with the relevant Union (to which the employee belongs) to enable discussions with the employer to take place regarding the withholding of approval.
- 33.8** An Employer Training Program involving the allocation of the training budget funds across departments, on a fair and equitable basis for full time equivalent employees, is to be formulated following consultation with;
- individual Department Teams (Management and Employees),
 - the Joint Consultative Committee,
 - the OH&S Committee.

33.9 Trade Union Training Leave

33.9.1 Employees who are elected workplace representatives of the AWU or ASU are allowed leave with pay up to a maximum of 9 days accumulative per union as a group per annum to attend Trade Union Training Courses conducted by the Union subject to the undernoted conditions. Arrangements in excess of this provision can be negotiated by agreement.

- Not less than 4 weeks notice is given to Council of the date of commencement of the training course including an agenda with the times on which the course is to be conducted, such notice to be endorsed by the Secretary of the Union.
- Council is able to make adequate staffing arrangements during the period of leave.
- Leave taken pursuant to this Clause is counted as continuous service for all purposes of the Award and for purposes of Long Service Leave entitlements.
- An employee must have completed a period of 12 months service with Council before proceeding on Leave under this Clause.

33.9.2 Any disputes arising out of this Clause shall be resolved in accordance with the Dispute Settling Procedure contained in Clause 10.

CLAUSE 34 - CONTINUOUS IMPROVEMENT

34.1 The parties agree that discussions, mutual exchange of ideas, consultation and negotiation is vital in making decisions which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which effect the way work is done.

34.2 The parties to the Agreement are committed to the achievement of best practice in the City of Whyalla. That is, it wants to be the “best” in each of its areas of activity.

The aim of securing productivity improvements is both to achieve cost savings, enhanced service for the employer’s customers (clients and ratepayers) as well as to provide for wage increases and improved work conditions for employees.

The parties agree to work together to introduce continual improvement in all of the key areas of performance including;

- service levels to customers (clients, ratepayers, other departments and staff),
- cost efficiency,
- productivity,
- continue implementation of an Integrated Business System principles and practice re ISO9001, ISO14001, AS8043,
- occupational Health and Safety to maintain WorkCover Level 3 rating
- environmental performance,
- team satisfaction, including Balanced Scorecard efforts,

- Equal Employment Opportunity/Disability Discrimination Act, and
- implementation of Balanced Scorecard and other Continuous Improvement throughout the Council organisation.

All employees are to fully commit to active participation in such processes and all gains made are to be reported and captured via a productivity register.

34.3 Accordingly, all parties are committed to achieving a range of outcomes which will, while facilitating the move towards best practice, achieve the following;

- participation by all parties to the continual improvement process particularly in the development of more efficient work practices, quality improvement, environmental sustainability and loss and wastage,
- to improve employment opportunities at Council in an environment of change,
- develop a team approach and a cooperative working environment.

34.4 Business objectives and business planning will be undertaken over the period of the Agreement. The employers Business Plan will be progressed by Senior Managers with appropriate performance indicators. Gains will be monitored by both the Senior Management Team and Joint Consultative Committee.

Departmental business planning will also be further progressed by Department Managers in consultation with their relevant work groups.

CLAUSE 35 - CORPORATE UNIFORMS

It is agreed that a suitable uniform issue be provided to AWU and relevant MSOA employees consisting of three (3) shirts, two (2) pairs of trousers, one (1) jacket and one (1) jumper or one (1) windcheater; which are to be replaced on a fair wear and tear basis by the Store.

An amount of \$350.00 per annum for the life of this Agreement, will be allocated to relevant MSOA employees to be used towards the purchase of corporate wardrobe items of their choice. For casual employees the amount will be \$150.00 per annum.

In return it is anticipated that all employees will wear the corporate uniform as frequently as possible particularly by those employees who directly interact with the public.

CLAUSE 36 – MATURE AGE EMPLOYMENT INITIATIVES

During the life of this Agreement the parties agree to examine and where practicable (and feasible) implement strategies or initiatives that assist in the successful recruitment and / or retention of mature age employees. Such strategies and initiatives might include, but not be limited to:

- the impact of current superannuation arrangements on the retention of mature age employees in the workforce.
- flexible work options that better match the work and life aspirations of mature age employees, such as phased retirement or alternative forms and more flexible use of leave entitlement.

- arrangements that allow mature age employees to reduce their working responsibilities without having to cease working by amending employment contracts or becoming contractors for service on the Supply Services Register.

CLAUSE 37 – REVIEW OF CLASSIFICATION STRUCTURE

The Council and AWU acknowledge that the draft classification structure developed during the current round of Enterprise Agreement negotiations serves as an appropriate framework for the continuation of negotiations to develop a more relevant and contemporary classification structure to that currently applied through the Local Government Employees Award.

Accordingly the relevant parties commit to continuing negotiations with a view to finalising the new structure by 20 October 2012. Any agreement reached will be reflected in the Enterprise Agreement by way of formal variation.

CLAUSE 38 - QUANTUM

The following wage and salary increases shall be applied to employees covered by this Agreement:

- 5% increase to ordinary time wage rates and salaries to apply from the first full pay period commencing on or after 20 October 2011.
- Further 4% increase to ordinary time wage rates and salaries to apply from the first full pay period commencing on or after 20 October 2012.
- Further 4% increase to ordinary time wage rates and salaries to apply from the first full pay period commencing on or after 20 October 2013.

CLAUSE 39 - NO EXTRA CLAIMS

39.1 The Unions undertake that for the life of this Agreement there shall be no further salary increase (Award or over Award) sought or granted, except for those granted under the terms of this Agreement.

CLAUSE 40 - REVIEW OF AGREEMENT

During the term of this Agreement, there shall be a process of review undertaken by the Joint Consultative Committee in full consultation with employer and employees.

The parties commit to commence negotiations on a further Agreement no less than six (6) months prior to the expiry of this Agreement.

CLAUSE 41 - SALARY/WAGE RATES

ASU LEVELS

<u>Level</u>	<u>Basic Annual</u>	<u>1st Increment 5%</u>	<u>2nd Increment 4%</u>	<u>3rd Increment 4%</u>
Level 1A - Junior	\$	\$	\$	\$
17 year old (62%)	23,610	24,790	25,782	26,813
18 year old (72%)	27,418	28,788	29,940	31,138
19 year old (82%)	31,226	32,787	34,098	35,462
20 year old (92%)	35,034	36,785	38,257	39,787
Level 1A - Adult				
1st year	38,080	39,984	41,583	43,247
2nd year	38,929	40,875	42,510	44,211
3rd year	39,779	41,768	43,439	45,176
4th year	41,479	43,553	45,295	47,107
Level 1 - Junior				
17 year old (62%)	26,366	27,684	28,791	29,943
18 year old (72%)	30,618	32,149	33,435	34,772
19 year old (82%)	34,871	36,614	38,079	39,602
20 year old (92%)	39,123	41,079	42,722	44,431
Level 1 - Adult				
1st year	42,525	44,651	46,437	48,295
2nd year	43,235	45,397	47,213	49,101
3rd year	44,225	46,436	48,294	50,225
4th year	45,287	47,551	49,453	51,432
5th year	46,350	48,668	50,614	52,639
6th year	47,412	49,783	51,774	53,845
Level 2				
1st year	48,487	50,911	52,948	55,066
2nd year	49,550	52,028	54,109	56,273
3rd year	50,750	53,288	55,419	57,636
4th year	51,935	54,532	56,713	58,982

<u>Level</u>	<u>Basic Annual</u>	<u>1st</u> <u>Increment</u> 5%	<u>2nd</u> <u>Increment</u> 4%	<u>3rd</u> <u>Increment</u> 4%
Level 3				
1st year	53,116	55,772	58,003	60,323
2nd year	54,301	57,016	59,297	61,669
3rd year	55,484	58,258	60,589	63,012
4th year	56,667	59,500	61,880	64,356

Whyalla Allowance absorbed into basic wage

<u>Level</u>	<u>Basic Annual</u>	<u>1st</u> <u>Increment</u> 5%	<u>2nd</u> <u>Increment</u> 4%	<u>3rd</u> <u>Increment</u> 4%
Level 4	\$	\$	\$	\$
1st year	58,623	61,554	64,016	66,577
2nd year	60,058	63,061	65,583	68,206
3rd year	61,489	64,563	67,146	69,832
4th year	62,925	66,071	68,714	71,463
Level 5				
1st year	64,358	67,576	70,279	73,090
2nd year	65,793	69,083	71,846	74,720
3rd year	67,226	70,587	73,410	76,346
Level 6				
1st year	69,614	73,095	76,019	79,060
2nd year	72,002	75,602	78,626	81,771
3rd year	74,394	78,114	81,239	84,489
Level 7				
1st year	76,779	80,618	83,843	87,197
2nd year	79,173	83,132	86,457	89,915
3rd year	81,561	85,639	89,065	92,628
Level 8				
1st year	84,427	88,648	92,194	95,882
2nd year	87,292	91,657	95,323	99,136
3rd year	90,158	94,666	98,453	102,391

Whyalla Allowance absorbed into basic wage

<u>Level</u>	<u>Basic Annual</u>	<u>ASU - SENIOR OFFICERS</u>			
		<u>1st</u>	<u>2nd</u>	<u>3rd</u>	
		<u>Increment</u>	<u>Increment</u>	<u>Increment</u>	
		5%	4%	4%	
	\$	\$	\$	\$	
Level 1					
1st year	69,614	73,095	76,019	79,060	
2nd year	72,002	75,602	78,626	81,771	
3rd year	74,394	78,114	81,239	84,489	
Level 2					
1st year	76,779	80,618	83,843	87,197	
2nd year	79,173	83,132	86,457	89,915	
3rd year	81,561	85,639	89,065	92,628	
Level 3					
1st year	84,427	88,648	92,194	95,882	
2nd year	87,292	91,657	95,323	99,136	
3rd year	90,158	94,666	98,453	102,391	
Level 4					
1st year	92,331	96,948	100,826	104,859	
2nd year	96,059	100,862	104,896	109,092	
Level 5					
1st year	100,721	105,757	109,987	114,386	
2nd year	104,453	109,676	114,063	118,626	
Level 6					
1st year	109,112	114,568	119,151	123,917	
2nd year	112,844	118,486	123,225	128,154	
Level 7					
1st year	117,501	123,376	128,311	133,443	
2nd year	123,100	129,255	134,425	139,802	
Level 8					
1st year	130,557	137,085	142,568	148,271	
2nd year	138,015	144,916	150,713	156,742	
Level 9					
1st year	149,200	156,660	162,926	169,443	
Level 10					
1st year	167,848	176,240	183,290	190,622	

Whyalla Allowance absorbed into basic wage

AWU GRADES

Table 1 - Basic

	Basic	1st year	2nd year	3rd year
	\$	\$	\$	\$
Grade 1	722.80	788.70	796.00	803.30
Grade 2	742.80	812.00	819.50	826.80
Grade 3	763.20	836.00	843.50	850.70
Grade 4	788.10	865.10	872.60	879.90
Grade 5	805.20	884.90	892.40	899.70
Grade 6	820.40	902.10	909.40	916.70
Grade 7	834.80	919.00	926.30	933.60
Grade 8	848.40	934.60	942.00	949.40

1st Increase - 5% per week

	Basic	1st year	2nd year	3rd year
	\$	\$	\$	\$
Grade 1	758.90	828.10	835.80	843.50
Grade 2	779.90	852.60	860.50	868.10
Grade 3	801.40	877.80	885.70	893.20
Grade 4	827.50	908.40	916.20	923.90
Grade 5	845.50	929.10	937.00	944.70
Grade 6	861.40	947.20	954.90	962.50
Grade 7	876.50	965.00	972.60	980.30
Grade 8	890.80	981.30	989.10	996.90

Whyalla Allowance absorbed into basic wage

2nd Increase - 4% per week

	Basic	1st year	2nd year	3rd year
	\$	\$	\$	\$
Grade 1	789.30	861.20	869.20	877.20
Grade 2	811.10	886.70	894.90	902.80
Grade 3	833.50	912.90	921.10	928.90
Grade 4	860.60	944.70	952.80	960.90
Grade 5	879.30	966.30	974.50	982.50
Grade 6	895.90	985.10	993.10	1,001.00
Grade 7	911.60	1,003.60	1,011.50	1,019.50
Grade 8	926.40	1,020.60	1,028.70	1,036.80

3rd Increase - 4% per week

	Basic	1st year	2nd year	3rd year
	\$	\$	\$	\$
Grade 1	820.90	895.60	904.00	912.30
Grade 2	843.50	922.20	930.70	938.90
Grade 3	866.80	949.40	957.90	966.10
Grade 4	895.00	982.50	990.90	999.30
Grade 5	914.50	1,005.00	1,013.50	1,021.80
Grade 6	931.70	1,024.50	1,032.80	1,041.00
Grade 7	948.10	1,043.70	1,052.00	1,060.30
Grade 8	963.50	1,061.40	1,069.80	1,078.30

Whyalla Allowance absorbed into basic wage

CLAUSE 42 - SIGNATORIES

SIGNED for and on behalf of the
WHYALLA CITY COUNCIL by

.....
CHIEF EXECUTIVE OFFICER

.....
WITNESS

SIGNED for and on behalf of the
AMALGAMATED AUSTRALIAN SERVICES (SA) STATE UNION

.....

.....
WITNESS

SIGNED for and on behalf of the
AUSTRALIAN WORKERS UNION

.....

.....
WITNESS

ANNEXURE A

JOINT CONSULTATIVE COMMITTEE TERMS OF REFERENCE AND CONSTITUTION

11.2 Preamble

All parties involved in the Enterprise Negotiations believe that ongoing consultation is fundamental to successfully working under Council's Agreement. The Agreement and the objectives, strategies and implementation plans contained within the Agreement, require monitoring to ascertain the success or otherwise of the improvements outlined therein.

11.3 Terms of Reference

Members of the Joint Consultative Committee are committed to co-operating positively to increase productivity and to enhance career opportunities and job security of employees.

The Joint Consultative Committee will be responsible for:

- Ongoing communication and consultation regarding the Agreement.
- Assisting with design, conduct and administration of the Employer's Training Plan.
- Performing ongoing reviews of all aspects of the Agreement.
- Setting timetables for the achievement of objectives set out in the Agreement.
- Ensuring that the set time frames are being met.
- Making recommendations to Management, as required, regarding any concerns or objections lodged by employees arising out of the implementation of the Agreement.
- Representing and communicating relevant information to employees.
- Monitoring the introduction of new technology and associated employee training.
- Assessing the direct implementation of major external decisions affecting community standards and their likely effect on employees.
- Being briefed as to the future and current plans of the employer.

Note: Two important areas of the employer's operations are specifically excluded from the domain of the Joint Consultative Committee. These are:-

- i) Industrial Relations issues which will be processed via the dispute settling procedure; and
- ii) Matters pertaining to the Occupational Health & Safety Committee.

11.4 Constitution

(a) Composition

The Joint Consultative Committee comprises the following membership:

Management representatives

4 employee Representatives covered by the LGE Award including at least three AWU workplace representatives

4 employee Representatives covered by the MO Award including at least three ASU workplace representatives

Employees

Any member of the Committee shall cease to be recognised as such upon termination of employment within the Corporation. Also any employee representative shall cease to be recognised as such upon resignation from the union or upon promotion to a management position.

(b) Elections

Members of relevant unions will elect up to three representatives to represent them on the Consultative Committee. The fourth representative of each group will be elected by all the eligible employees and will represent the interests of all employees of that group.

(c) Minute Secretary

The Minute Secretary is to be appointed by management and to be someone with note taking skills. The Secretary is to be a non voting member of the Committee.

(d) Chairperson

The Chairperson is to be elected from members within the Committee. The Committee is to decide a formula for appointment/rotation of the Chairperson (not always management).

(e) Meetings

Consultative Committee Meetings will be held at least quarterly, but may meet more frequently if required.

(f) Recording of Minutes

Minutes shall be circulated to Committee Members for verification prior to posting on the notice boards. Minutes are to be published within 48 hours of the finish of the meeting and a copy sent to union officials.

The minutes shall include:

- attendees at the meeting,
- summary of the issues and alternatives proposed with brief supporting arguments,
- decisions made and time frame for implementation of decisions,
- time frame for consideration of deferred decisions.

(g) Agenda

The agenda is to be prepared and issued by the Secretary to all Committee Members. Any Committee Member may submit agenda items. Management Members shall submit as agenda items all important matters requiring management decisions that would have an effect on employees (other than where confidential Council matters are concerned).

Appropriate information shall be provided with each agenda item submitted. By exception the Chairperson will be able to notify late agenda items up to 48 hours prior to meetings.

Matters raised without notice (i.e. non-agenda items) shall be deferred to the next meeting if any Committee Member requires additional information or needs to consult with their constituency.

(h) Training

All Members of the Committee are to be entitled to training, with a view to ensuring all Members have the opportunity to perform to the best of their ability. No employee shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.

(i) Change

Any changes in the workplace discussed by this Committee should be achieved with due regard to the quality of the working life, including the desire to maintain and enhance job satisfaction.

(j) Discrimination

Management shall not dismiss an employee or injure him/her in his/her employment or alter his/her position to his/her detriment by reason of the fact that the employee is a member of or has an interest in the Consultative Committee.

(k) Rights and Duties

All members of the Committee are to carry out their duties in a responsible and honest manner in the spirit of the Agreement.

- To have access to Council resources where appropriate.
- The Union Organiser/State Secretary has the right to attend.
- To represent the views and opinions of those people they represent and not just their own.

- To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on facts, or rumour.
- To seek the view of union members on issues to be discussed by the Committee.
- To encourage and assist employees on issues to be discussed by the Committee.
- To provide explanations of items recorded in the minutes.
- To report back at communication meetings to members which will be arranged as required.

(l) Decision Making Process

Committee Members will make recommendations, which will be reported.

(m) Resources

The employer will provide the necessary resources (i.e. facsimile, typing, copying, etc.) to Committee Members.

(n) Preparation Time

Adequate time is to be decided by the Committee to be allowed for preparation by Members of the Committee.

(o) Period of Agreement

Notwithstanding the objectives behind the formation of this Joint Consultative Committee, this agreement shall be for the life of the Agreement from the date of implementation with a mid term review of performance. This agreement can be reviewed by the Committee providing 14 days notice is given to the Chairperson.

ANNEXURE B

TO OPERATE FROM THE DATE OF THE 5TH ENTERPRISE BARGAINING AGREEMENT CERTIFICATION AND APPLY ONLY WHEN DIRECTED BY SUPERVISION TO UNDERTAKE FUNCTIONS DESCRIBED

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Acting Supervisor	MSOA	Level 3	MOA	
Airport Control Officer		7	No mention	
Backhoe Operations	Refer Council Descriptor	5	Less 3m digging	4
Cemetery /Crematorium Curator		7	Cemetery Supervisor	6
Concrete Finisher	Refer Council Descriptor	6		4
Concrete Grinder		5	No mention in award	
Grader	Refer Council Descriptor	6	Grader Operator	6
Head Gardener		6		5
Hydraladder / Working Platform	Refer Council Descriptor	5	No mention in award	
*Jetpatcher		5	Bitumen work tack	3
Leading Hand		7		6
Loader Operations	As per Council Descriptor	5	Wheel Loader class 150 WL	5
Mechanic		7		5
Mechanical Road Sweeper		6		6
Mowers		4	Mower operations (ride on)	3
Painter		6		6
Pavement Line Marker	Refer Council Descriptor	6		6
Plumber		7		6
Roller Operation	Plant below award minimum. (If hired in, will pay award rate)	4	Static / vibrating rollers over 35 tonne	5
Rubbish Collection Vehicle		5		5
Store Person		6		4
Stump Grinder		5	No mention	
Sub-site Cable Locater Operation	Ticket and only used for Council work	5	No mention	
Tip Truck Operations	Refer Council Descriptor	4	Light Truck	4
Trucking Driving	License terms are now different	4	Light Truck	4
Weed Spraying (Licensed)	Legislative requirement is one (1) per organisation, Council has one (1) per team	6	Herbicide use Weed spray Operator	3 6
Welding (licensed) (Trade Level)	Refer Council Descriptor	5	First class Welder	5
Wheel Tractor Operations		4	Less then 6000kgs	3
Woodchipper		5	No mention	

* May be reviewed on purchase of new plant re technological enhancements.

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Back hoe Operator	At WCC digging does not exceed 3 metres.	5	Less than 3 metre digging depth 3-5 metre depth greater than 5 metres	4 5 6
Cemetery / Crematorium Supervisor	Prepare for conduct of funerals Operation of crematorium. Responsible for all relevant paperwork and administration	7	Cemetery Curator Cemetery Supervisor No mention of crematorium operations	5 6
Concrete Finisher	Skilled and competent to undertake coordinate and planning of concrete projects and works Maintain plant and equipment to standard required Competent to read plans and assess levels (Refer PD). Organise order of work plans and procedures re specific projects. Evaluate and set work order priorities and program accordingly. Generic to	6		4
Concrete Grinder	Competently and safely operate in accordance with manufacturer and SOP.	5	Not mentioned	

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Grader Operator	<p>Competent to safely operate grader for base level operations in both patrol grading and pavement placement techniques. (Work unsupervised).</p> <p>Road traffic management undertaken as required</p> <p>Responsible for coordination of material placement at worksite.</p> <p>Effective knowledge of grader mechanisms and operation of all machine components to maintain plant in optimum condition.</p> <p>In both patrol grading and pavement placement techniques.</p> <p>Refer to level 6 PD</p> <p>Generic</p>		Grader class 1-10 includes final trim. Grader operator	7 6
Loader Operator	<p>Competent and accredited to safely operate any loader, including backhoe operated as a loader, to bucket capacity of five (5) cubic yards.</p> <p>Have applicable ticket (Excludes wheel tractor which is level 4)</p> <p>Safely and competently operate backhoe with relevant accreditation.</p>	5	Wheel loader 5 class 150 WL	
Mechanical Road Sweeper	<p>Competent to safely operate relevant plant in accord with prevailing traffic conditions.</p> <p>Liaise with mechanical supervisor re plant maintenance requirements.</p> <p>Fulfil job and contract requirements as specified.</p> <p>Work autonomously in geographically remote locations. Refer Position Description.</p>	6		

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Pavement Line marker	Competently and safely operate line marker machine and related equipment. Traffic management Interpret plans and relevant standards Responsible to work autonomously to achieve work task outcome.	6		6
Ride on Mowers	Refer PD Competent and safe operated re SOP	4		4
Roller Operation	Refer to award		Static ME4 Vibrating 10-35kg/cm – ME4 35+ - ME5 Pneumatic Multiyred Rollers 7t – 30t – ME4 30t+ - ME5	4 4 5 4 5
Stump grinder operator	Safe and competent operation as per manufacturer's instruction. In accord with Council SOP re safety aspects.	5	Not mentioned	
Tip Truck Operation	Council employee at entry level as a 4 require MR truck licence	4	Light Truck	4

FUNCTIONS	WHYALLA CITY COUNCIL	GRADE	AWARD	GRADE
Weedspray (licensed) Unit operation	<p>Note, 1 per team with cert III qualification duties / responsibilities include;</p> <ul style="list-style-type: none"> - care and responsibility regarding vehicle and equipment on it - to undertake / oversee mixing / measuring of chemicals in accord with manufacturers instructions and relevant SOP - Appropriate traffic control where necessary - Coordination of operation re contact with boom operator etc. <p>All terrain vehicle</p> <p>Weedspray operations.</p> <p>Generic level 6 leading worker. Responsive autonomy and outcome / result including WCC work practices.</p>	6		
Welding	<p>Welding to Welder first class level only</p> <p>Work required beyond that level is outsourced.</p>	5	Welder first class	5
Wheel Tractor Operator	Competently and safely operated with any attachment as defined by award	4	Less than 6000kgs	3
Woodchipper operations	Competent to safely operate woodchipper	5		
Work platform operation (WP / EWP)	Competent and safe to operate with relevant ticket even though strictly not required for platforms less than 6 metres re OHS and SOP.	5	No mention	