

CORPORATION OF THE TOWN OF WALKERVILLE ENTERPRISE BARGAINING AGREEMENT FIELD STAFF 2010

File No. 4349 of 2010

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

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



DATED 02 NOVEMBER 2010.

COMMISSION MEMBER



**CORPORATION OF THE TOWN OF WALKERVILLE
ENTERPRISE BARGAINING AGREEMENT FIELD STAFF
2010**

**UNDERTAKING INSERTED PURSUANT TO
SECTION 79(9)**

THAT in relation to **Clause 14 – Flexible Working Arrangements, subclause 16.**, the Corporation of the Town of Walkerville undertakes that any agreement reached arising from a Local Workplace Agreement will not operate to disadvantage employees relative to the terms and conditions of this Agreement.

COMMISSION MEMBER

DATED 2nd November 2010



Corporation of the Town of Walkerville

ENTERPRISE BARGAINING AGREEMENT FIELD STAFF 2010

CLAUSE 1 - TITLE

This Agreement shall be known as the Corporation of the Town of Walkerville Enterprise Bargaining Agreement Field Staff 2010.

CLAUSE 2 – INDEX

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CLAUSE 3 - PARTIES BOUND

This Agreement shall be binding upon:

1. The Corporation of the Town of Walkerville (employer);
2. Employees employed under the Award.

CLAUSE 4 - DEFINITIONS

Award shall mean the Local Government Employees (S.A.) Award, 1998.

Agreement refers to the Corporation of the Town of Walkerville Enterprise Agreement Field Staff 2010.

Employee refers to employees of the Corporation of the Town of Walkerville employed under the Award.

Council refers to the Corporation of the Town of Walkerville.

Parties shall refer to the Corporation of the Town of Walkerville and its employees employed under the Award.

CLAUSE 5 - TERM OF OPERATION

This Agreement shall operate from the 1st September 2010, and remain in force for a period of 3 years and expire on 1st September 2013 and shall be binding on the Council and its employees. This Agreement shall be reviewed and renegotiated during the final six months of its term and may continue thereafter upon negotiation and agreement reached between the parties. This agreement supersedes all previous enterprise agreements that applied to employees bound by this Agreement and Award.

CLAUSE 6 - FURTHER SALARY ADJUSTMENTS

The employees undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought or granted except for those provided under the terms of this Agreement.

CLAUSE 7 – OBJECTIVES AND COMMITMENTS OF THIS AGREEMENT

The objects of this Enterprise Agreement are to:

- a) Enable employees to be dynamic productive and customer service responsive to the service needs of Council, the ratepayers and residents;
- b) Support Councils Strategic Plans;
- c) Advance the objects of, and the principles and practices referred to in the Employee Code of Conduct;
- d) Support workforce flexibility, mobility, development and performance;
- e) Recognise that initiatives will continue to be introduced to improve the efficiency and effectiveness and quality of services it provides;
- f) Participate in and work towards reform and change programs;
- g) Provide employment security for employees bound by this Enterprise Agreement for the life of this Enterprise Agreement;
- h) To enable the Council to anticipate and plan for future change;
- i) To enable employees to have the competence and resources to do what is required of them now and in the future;

- j) Employees will take responsibility to ensure that their level of skill and competence is matched by the work they are required to undertake;
- k) To enable organisational and personal work goals to be measured and reached.

CLAUSE 8 - RELATIONSHIP TO PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the Local Government Employees (SA) Award, 1998. Should there be any inconsistency between this Agreement and the Local Government Employees (SA) Award, 1998, this agreement will prevail to the extent of any inconsistency.

CLAUSE 9 - STANDARDS

- a) This Agreement shall not depart from the standards of the Australian Industrial Relations Commission in regard to hours of work, annual leave with pay or long service leave with pay.
- b) The parties to this Agreement are committed to ensuring that all processes and strategies undertaken and implemented in accordance with this Agreement will be within the parameters of the South Australian Equal Opportunities Act and the Occupational Health and Safety Act, 1986.

CLAUSE 10 – STRATEGIC LINK

- a) This agreement aims to provide conditions of employment that will enable Council to employ and retain well trained and motivated people. This will enable the organisation to deliver a range of services to the community as defined by Council's various Plans;
- b) It is agreed that the parties will seek to deliver effective, cost efficient and customer focused services to our community, including:
 - Work towards an organisational culture based on organisational values and exemplified by employees in all interactions with others (internal and external to the organisation);
 - Undertake training and increasing knowledge and skills;
 - Take responsibility for personal and professional development;
 - Work towards delivering services with regard to Council's financial and sustainability constraints;
 - Identify our level of services so that we can look for improvements and they can be provided in the most effective manner;
 - Use risk management strategies to reduce and manage risks across the organisation.

CLAUSE 11 – WORKFORCE FLEXIBILITY

- a) The parties acknowledge the mutual benefit of Flexible Working Arrangements to balance work and other (including family) commitments having regard both to the operational needs of the organisation and the employee's circumstances;
- b) Employees will participate in and agree to workforce flexibility initiatives identified that enable the effective and efficient delivery of services to the community;
- c) Where change is considered, there will be full, open, honest and timely disclosure of all information relevant to the proposed change, including the employee's personal circumstances;
- d) The parties acknowledge that job redesign may be required in order to improve the level of service, productivity and to address the changing needs of the organisation. Where job

redesign is envisaged, there will be full, open, honest and timely disclosure of all information relevant to the proposed change;

- e) Where a position needs to change, the relevant supervisor will discuss the required changes and develop a position description in consultation with the employee, clearly defining responsibility, authority and accountability.

CLAUSE 12 – TRAINING AND DEVELOPMENT

- a) The parties are committed to, and acknowledge the mutual benefit of planned human resource development and the provision and participation in relevant development opportunities (including accredited training);
- b) The parties acknowledge that value is created for employees, Council and the community by building employee capability and by investing in the development of skills and capabilities that will support a continually changing environment, flexibility and responsiveness to Council and community needs and the reputation of the organisation as an employer of choice;
- c) The parties acknowledge that the responsibility of training and development is equally shared and that employee's are responsible for seeking out professional development (including accredited training) that will enhance the development of their skills and capabilities;

CLAUSE 13 – SPREAD OF HOURS

The spread of hours are 5.30am to 6.00pm. The span at ordinary hours for each employee within the spread of hours will be determined through consultation and with regard to the provisions set out under Clause 14.

CLAUSE 14 – FLEXIBLE WORKING ARRANGEMENTS

Policy Statement

Flexible working arrangements will apply in order to achieve improved customer service, productivity and exposure to competition. Flexible Working Arrangements will allow employees, with the Agreement of their Team Leader / Manager, to work the hours required to meet the needs of the Council and then take banked hours at a time mutually agreed with their Team Leader / Manager.

Principles

1. The standard hours to be worked per fortnight are 76 for a full-time employee.
2. Each full-time employee must work 1,976 hours over a 52-week period including all forms of approved leave.
3. Business units are responsible for establishing "core hours" and appropriate staffing arrangements to ensure that services are provided to customers that meet the customer service policy.
4. Employees must only work in excess of 76 hours per fortnight where the work cannot be completed or a service provided within those 76 hours and the Team Leader / Manager has agreed to the extended hours. This may occur on a regular basis or be a one-off situation. No employee is to accumulate 'banked' hours without the prior agreement of their Team Leader / Manager.
5. Employees engaged under this agreement may have their ordinary hours spread, Monday to Friday, between 5.30 a.m. to 6.00 p.m., with the maximum of 10.5 hours at ordinary time to be

worked on those days. If such an employee is requested, by their Team Leader / Manager, to work on Saturday or Sunday they have the option of receiving all payment; receiving payment for the hours worked and the penalty component “banked” or all the hours banked.

7. Ordinary hours and ordinary time means that overtime and penalty rates do not apply to these hours of work.
8. The maximum number of ordinary hours to be worked per fortnight is 90.
9. Hours worked between 76 and 90 per fortnight will be credited to the employee’s hours bank.
10. Employees who work in excess of 90 hours per fortnight have the following options:-
 - have the excess hours credited to the hours bank,
 - OR
 - receive payment, at the appropriate penalty rate.

A credit to banked hours or payment will not occur unless the Team Leader / Manager has requested or approved the employee working in excess of 90 hours in a fortnight.

11. Employees may go into debit in their hours bank up to a limit of 38 hours, if this is exceeded or the employee fails to work 1,976 ordinary hours in a full year, the difference will be deducted from the employee’s wage as agreed between the employee and their Team Leader / Manager.
12. An employee’s maximum credit in the hour’s bank is 76 hours.
13. Employees who receive an annualised salary are not eligible to participate in the banking of hours or to receive payment for overtime. This has been taken into account in the annualising of the salary.
14. The taking of banked hours is to be at a time that is mutually convenient to the Council and the employee. Where an employees who regularly works additional hours and accrues 7.6 hours credit in a fortnight, that employee may take one day off per fortnight with the written permission of their Team Leader / Manager. Where suitable rostered arrangements have been documented and authorised, the employee’s rostered day off will be rostered over the appropriate work cycle to ensure maximum flexibility and providing employees with the opportunity to take any day of the working week off.
15. To ensure and allow for organisational flexibility and improved service delivery to the community or address inclement weather, employees may be required to postpone the taking of one day off per fortnight. Where this occurs, the hours will remain banked and may be set aside to be taken with annual leave or during the compulsory annual Christmas / New Year shut down period. Where this occurs, supporting documentation must be provided to the employee and the payroll officer.
16. Local Workplace Agreements may be established where work practices and requirements are identified that are substantially different to the workplace at large and may affect specific workgroups. These differences may include, but are not limited to, hours worked, work locations or conditions of employment. Where there is an inconsistency between the Local Workplace Agreement and the Enterprise Agreement, the Local Workplace Agreement will prevail to the extent of the inconsistency.

CLAUSE 15 - MEAL & TEA BREAK

Where work demands dictate, employees may take their daily meal break of thirty minutes between 11.00 am and 2.00 pm. Where lunch times are not varied by negotiation between the Team Leader / Manager the standard 12:00 noon lunch break will occur.

Either morning or afternoon "tea" breaks, including the amount of time to be taken, may be varied depending on the daily starting time / finishing time, the job being undertaken and as agreed between the Team Leader / Manager and the employee.

CLAUSE 16 - COMPASSIONATE & PERSONAL LEAVE

16.1 Compassionate Leave

Employees are entitled to two (2) days paid compassionate leave per occasion:

- To spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life;

and/or

- As bereavement on the death of an immediate family or household member.

An Employee's entitlement to compassionate leave is subject to the Employee providing documentary evidence of the illness, injury or death to the Council's satisfaction.

16.2 Personal Leave

Employees are entitled up to three (3) days paid personal leave per year (made up of 1 day from the sick leave entitlement and 2 days from the bereavement entitlement). Personal leave provides employees who require time away from work for sickness, for themselves or their immediate family or for urgent personal or family needs and includes bereavements. Bereavement leave as per the Award will no longer apply as it has been incorporated under this provision.

Examples of Personal leave will include:

- ♦ Court appearances
- ♦ Illness within the immediate family, including the employee's parents
- ♦ Emergency situations involving child care, school or education issues
- ♦ Employee illness

Where possible, employees will be required to give prior notice of absence for Personal Leave in order to enable the Council to make required adjustments to work schedules.

In order to encourage and promote frank, open and honest disclosure in the work place, employees may also seek to take Personal Leave other than for the reasons specified above. In these situations, the prior approval of their Team Leader / Manager is required and such personal leave will be taken from the employee's accumulated sick leave entitlements.

CLAUSE 17 - ANNUAL CLOSE DOWN

Notwithstanding anything contained in this agreement, where the CEO intends to close down the whole or part of the organisation during the Christmas, New Year and/or Easter period, the CEO shall give Employees at least eight (8) weeks notice of its intention to do so.

All Employees shall be given the option of taking:

- Accrued annual leave;
- Leave without pay;
- Banked Hours or RDO;
- TOIL;
- Annual leave in advance, only where insufficient leave hours have been accrued.

Annual close down will be for a maximum duration of one (1) week, exclusive of public holidays, unless otherwise notified in writing by the CEO and providing the employee with at least eight (8) weeks notice of any change to the duration required.

CLAUSE 18 – PART TIME EMPLOYMENT

An employee employed on less than a full time basis may be engaged as a part time employee. The spread of ordinary hours for such employees will be provided to them in writing before their commencement of employment.

Where work demands dictate and the part time employee agrees to work up to 38 hours per week within the normal span of hours, those hours worked will not attract overtime. All work performed in excess of 38 hours per week or outside of the normal span of hours will be paid at the appropriate overtime rate unless the employee has elected to 'bank' those hours under the provisions of Clause 14 *Flexible Working Arrangements*.

CLAUSE 19 - FIXED TERM EMPLOYMENT

Council may engage an employee for a period of up to twelve (12) months on a fixed term contract of employment.

A written agreement setting out the terms and conditions of the contract including the nature of the duties and the classification shall be agreed to and signed by the employee and the Council.

CLAUSE 20 - ABSORPTION OF ALLOWANCES

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

CLAUSE 21 - SICK AND ACCIDENT COVER

Council recognises the importance of financial security in providing support to employees and their families in the event of long term illness or injury.

Council will cover the cost for each employee to be covered by Income Protection as provided through Local Government Risk Services.

The cost of providing the sick and accident cover will be at a reduction by 0.75% in the increase offered during the first year of the agreement to offset the additional payment taken up by the employees when the scheme was first introduced.

CLAUSE 22 - LONG SERVICE LEAVE

Long service leave is available to employees in order to provide them with a substantial break from the work environment. Long service leave accrues at a rate of 1.3 weeks per year and employees qualify for 13 weeks leave after 10 years of continuous employment. After ten years, additional leave continues to accrue at the rate of 1.3 weeks per year.

The following conditions apply:

- a) Where requested by the employee, and with the approval of the Council, long service leave may be taken at double length of time at one half the pay rate.
- b) Upon application, and following consideration of the needs of the organisation and the need of the employee, staff may be granted long service leave following 7 years service.

CLAUSE 23 – ACCUMULATED ANNUAL LEAVE

The Team Leader / Manager may agree to permit an employee to accumulate up to a total of eight weeks annual leave. Where an employee fails to take annual leave within six months of the date of accumulation of the eight weeks leave, Council can then direct the employee to take such leave within a period of two months thereby reducing the accrual below eight weeks. The minimum annual leave that can be taken will be 10 days, unless otherwise agreed by Council. Council will provide the employee with 30 calendar days notice for the taking of the annual leave.

CLAUSE 24 - SALARY SACRIFICING

1. An employee can elect to have an amount of their current salary (whole percentage only) paid each pay period by the employer into the Local Government Superannuation Scheme on behalf of the employee.
2. Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
3. An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at any time during the life of this agreement by the provision of written notice to the Council.
4. The employee's substantive salary for all purposes (including superannuation, leave and annual leave loading, penalties etc) shall be the pre-sacrificed salary.
5. Employees may sacrifice part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease, laptops / PC etc). All Fringe Benefits Tax and other costs incurred as a result must be borne by the employee. Prior to entering into a salary sacrifice arrangement, employees will be advised by the Council to seek independent financial advice, for which the employee is liable.
6. It is the employee's responsibility to seek what ever advice is required and to fully understand all of the implications of salary sacrifice before seeking to enter into this arrangement.
7. An application for salary sacrifice shall be in writing on the form provided by the Payroll Officer and shall detail the percentage of salary to be sacrificed together with a statement that the "cash" component remaining is adequate for his/her on-going living expenses.
8. The arrangements for salary sacrificing may only apply to future salary arrangements and cannot operate retrospectively.
9. The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month's prior notice in writing is given to the Council officer responsible for payroll.
10. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that the contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to

take account of taxation payable in relation to those contributions.

11. Salary sacrifice contributions will be treated as employee contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 25 – DISPUTE SETTLING PROCEDURE

The parties to the grievance or dispute arising from any aspect of the employment or this agreement will endeavour to resolve the matter promptly. Work will continue without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of occupational health and safety and the matter has not been resolved through the OHSW process). No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this clause.

Stages of Dispute Settlement

- | | |
|---------|---|
| Stage 1 | The employee and/or their representative will contact the Team Leader and attempt to settle the matter at that level, or where appropriate the Team Leader will contact the employee and/or the Representative. |
| Stage 2 | If the dispute is not settled at Stage 1 the employee and/or their representative will meet with the Team Leader and their Manager. |
| Stage 3 | If the dispute is not settled at Stage 2, the matter will be escalated to the CEO for determination and action. |
| 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, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties rights of appeal under the relevant legislation. |

Every effort will be made to ensure that the process contained in Stages 1, 2 and 3 above will be completed within 5 working days.

CLAUSE 26 – PERFORMANCE MEASURES

In support of the commitment to the objectives identified under Clause 7 & 10 of this agreement, the parties agree to collect and use data, information and knowledge to inform decision-making and to improve the following;

- Customer Satisfaction
- Service Delivery
- Efficient and effective use of resources

Measures and indicators play an important role in the understanding of processes and practices used to identify areas where there is potential for further improvement. The parties agree to identify key performance indicators and the methodology for data collection, monitoring and reporting by 30 November 2010. The parties also agree to review this on an annual basis and make any necessary changes required. Performance Measures may include;

- Outstanding Customer Requests (as identified and measured by the Service Improvement Model)
- Wastage and rework
- Service delivery costs
- Identification, participation and implementation of process or continuous improvement initiatives

- Attendances at skills, education and training programs
- Adherence to Occupational Health, Safety and Welfare policies, procedures & training

CLAUSE 27 - SHARED SERVICES & EXTERNAL PROVIDERS

Council will continue to use and explore further opportunities to enter into shared resources, joint enterprises, shared service arrangements or outsourcing of existing service provisions to ensure it provides appropriate quality cost effective services to its community. Where a decision is made to engage in such an arrangement a consultation process will occur following such determination and prior to any implementation of such arrangement.

CLAUSE 28 – NO FORCED REDUNDANCY

Council will continue to support no forced redundancies. Where a determination is made that a redundancy exists, Council may elect to offer a voluntary separation (severance) package to the affected employee. Where the affected employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of employees whom may be offered such a package.

28.1 Voluntary Separation (Severance) Package

An employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the payment of severance pay in respect to a continuous period of service. Such voluntary separation packages shall be at the discretion of Council and will consist of the following:

- Equivalent of 10 weeks remuneration.
- Three (3) weeks pay for each completed year of service.
- \$2,000 outplacement fee (paid to the service provider).
- Pro-rata Long Service Leave when five (5) years of service has been attained.

An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

28.2 Re-Employment

An employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

When using employment agencies to engage staff for any purpose, it must be specified that Council will not employ any one who has accepted a voluntary separation package funded by Council in the last two (2) years.

CLAUSE 29 - INCLEMENT WEATHER

1. Inclement weather for the purpose of this Clause means the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperatures or the like). The arrangements in this Clause are to be considered in conjunction with Council's relevant policies and procedures. If the Team Leader / Manager is of the opinion that the weather conditions that exist at the time are impracticable that continuing to work at the assigned task and in the assigned location would be:

- detrimental to employee health, safety and welfare, or
- dangerous to the public, or
- impractical.

the Team Leader / Manager shall, after discussion with the work team and after ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other alternative duties, which may include training.

2. Employees may be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. The relocated work must be considered by the Team Leader / Manager to be productive and within the capabilities of the employees.
3. When inclement weather interferes with a work team's operations and alternative work and/or training is not available, the Team Leader / Manager can decide that work will cease for the remainder of the day.
4. Time lost due to employees ceasing work due to inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accrued time bank and 50% of the time is paid by Council. For example where the employee normally works an 8 hour and 24 minutes day and is stood down due to inclement weather conditions, after 4 hours and 24 minutes, then 2 hours will be paid by the Council to the employee and 2 hours will be deducted from the employee's accrued time bank.
5. Within any financial year the maximum number of hours that any employee can be required to utilise under the terms of the this Clause shall be 50 hours (i.e. no employee shall be required to offset their accrued time bank by any more than 25 hours p.a.) Should the stand-down hours be greater than 50 hours in a financial year, the Council will pay 100% of wages for the hours greater than 50.
6. Employees who for family and other reasons are unable to accumulate RDO / TOIL or Banked hours or are unable to make arrangements allowing them to leave work earlier than normal, then alternative work or training will be arranged in these instances.
7. Employees operating suitably air conditioned plant or able to continue work by working in air conditioned work spaces will remain at work.

CLAUSE 30 - ESSENTIAL SERVICES

The parties agree that on occasions Council has the right to request selected employees to remain or recall selected employees to deal with the maintaining of essential services and responding to emergencies during times of inclement weather. Employees, who cease work due to inclement weather and are then recalled within the ordinary span of hours prescribed in Clause 13, shall be paid standard pay rates until they exceed the standard day hours of work of eight (8) hours 24 minutes.

CLAUSE 31 – PARENTAL LEAVE

The intent of this Clause is to provide the flexibility for either parent to assume the primary care giver role and to minimise the impacts of parenthood upon career and income levels.

From the date of this agreement, full time and part-time employees that have had a minimum of three (3) years continuous service with Council will be entitled to 8 weeks paid parental leave and 44 weeks unpaid parental leave. This leave shall be available only to the parent who is fulfilling the role of primary care giver of the infant/s.

It is not the intention of this Clause to enable both parents to take leave simultaneously.

Male employees will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from the partner's employer.

The following terms and conditions will apply:

- Notice periods and certification requirements will be as per the Award.
- The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.
- A pro-rata payment will apply for permanent part-time staff based on average hours worked over the preceding 12 months.
- The period of paid parental leave will count as service.
- Paid parental leave is to commence from the date of commencing parental leave.
- Annual leave and long service leave entitlements, applicable at the time of taking parental leave, can be spread over the remaining 44 weeks unpaid leave providing any such paid period does not exceed the employee's normal weekly pay applicable prior to commencing parental leave.
- There will be no requirement to take the full period of 52 weeks parental leave. However a medical certificate stating the employee is fit to undertake the full range of the employee's substantive position duties will be required if returning to work less than six (6) weeks after the birth.
- Payment for paid parental leave will cease if the employee resigns during the period of paid parental leave.

Male employees will be required to provide the following documentation:

- Certification in relation to their partner's pregnancy as required for Parental Leave under the Award;
- A Statutory Declaration that they are married to, or in a marriage like relationship with the expectant mother may be required; and
- Verification of any period of paid or unpaid parental leave being taken by their partner from their employer

Council acknowledges the importance of employees maintaining a connection with the organisation whilst they are on parental leave and subject to the employee notifying the Council of changes of address or other contact details, will be proactive in maintaining this connection that shall include, but not be limited to:

- Continued information flow from Council
- Appropriate re-induction and skills training

CLAUSE 32 – OCCUPATIONAL HEALTH, SAFETY & WELFARE

- The parties are committed to, and acknowledge the mutual benefit to, and responsibility of maintaining a safe and healthy work environment in accordance with applicable legislation;
- Employees will strive to achieve best practice in preventing and minimising workplace injuries, illness and periods of absence from work in order to:

- Improve workplace health and safety;
 - Improve return to work performance; and
 - Reduce human and workplace costs of injury or illness.
- The parties will work towards achieving and maintaining applicable occupational health and safety and injury management standards and practices, including:
 - Ensuring understanding of the importance of systematically managing OHSW in all work activities and workplaces through consultative processes;
 - Supporting and engendering a safety culture that promotes the adoption of safe work practices;
 - Achieving continuous improvement, and best practice, in occupational health and safety, and injury management performance;
 - Introduction and maintenance of monitoring and reporting systems;
 - Introduction and implementation of more flexible “return to work” options aimed at improving return to work performance;
 - A collaborative approach to identifying hazards, assessing risks and implementing reasonable measures to eliminate or minimise those risks;
 - Participation in pro-active prevention strategies aimed at improving the health, safety and well-being of all employees;
 - Achieving improved outcomes from preventative, rehabilitation and return to work strategies.

In establishing and maintaining a safe and healthy work environment, Council will not require an employee to have an unreasonable workload in the ordinary discharge of the employee’s duties.

CLAUSE 33 - SALARY ADJUSTMENTS & KEY PERFORMANCE INDICATORS

33.1 Salary Adjustments

Upon registration of the Enterprise Agreement, the employer agrees to:

1st July 2010 - re-alignment of classification grades, including back pay to 1 July 2010.
(as depicted in Schedule 1)

1st July 2011 - an increase on the employees adjusted salary by 4%

1st July 2012 – an increase on the employees adjusted salary by 4%

1st July 2013 – an increase on the employees adjusted salary by 4%

All payments shall be based on the base rate, which shall include allowances which have been annualised under this agreement, Supplementary Payments and Service Increments.

33.2 Key Performance Measures (KPM)

1. If the KPM targets are achieved, Council agrees to pay a \$500 bonus to those individual employees who actively participated in reaching the KPM targets. This bonus will be paid on the last pay period in December of each year following the assessment of the measure / indicator targets by the Executive team. The KPM must be in place by 30 November 2010 in order for this provision to apply. The bonus is a stand alone payment and will not be added to the base rate for the purpose of annual salary adjustments made under Clause 35.1 *Salary Adjustments*. Where the KPM targets are not achieved no bonus will be paid.
2. A further \$200 bonus is available where individual employee (or group) identify an initiative(s) that results in ongoing cost savings to Council without jeopardising service

delivery standards. The bonus is a stand alone payment and will not be added to the base rate for the purpose of annual salary adjustments made under Clause 33.1 *Salary Adjustments* or 33.2 (1) *Key Performance Measures (KPM)*.

CLAUSE 36 - SIGNATORIES

Signed for and on behalf of ***The Corporation of the Town of Walkerville***

KIKI MAGRO: Date:
Chief Executive Officer

Signed for and on behalf of ***The Employees of The Corporation of the Town of Walkerville***

GRANT REIMANN: DATE:

SCOTT GOLDING:..... DATE:

RICK MATERA:..... DATE:

GREG STEVENS: DATE:

ANGELA TOLFREY:... DATE:

SCHEDULE 1 – CLASSIFICATION & PAYMENT SCHEDULE

Given the size of the organisation and the nature of the work performed, the employer agrees, upon registration of the Enterprise Agreement, to implement a new classification structure replacing the classification structure in the Award. The new classification structure will be known as Walkerville Council Field Staff Classification Structure and identified by 3 Levels; WC 1, WC 2 and WC 3 respectively. Criteria for the Walkerville Council Field Staff Classification Structure, is set out in 'Schedule 2 – Classification Criteria'.

Classification Structure	30 June 2010 Weekly \$	30 June 2010 Annual \$	1 July 2010 Weekly \$	1 July 2010 Annual \$
WC 1.1	685.39	35,640.28	759.90	39,515.00
WC 1.2	694.28	36,102.56	783.05	40,719.00
WC 1.3	703.05	36,558.60	808.17	42,025.00
WC 2.1	821.03	42,693.56	905.53	47,088.00
WC 2.2	829.92	43,155.84	930.46	48,384.00
WC 2.3	838.69	43,611.88	955.51	49,687.00
WC 3.1	841.35	43,750.20	1,005.38	52,280.00
WC 3.2	847.44	44,066.88	1,030.38	53,580.00
WC 3.3	856.21	44,522.92	1,055.34	54,878.00

Classification Structure	30 June 2011 Annual \$	30 June 2012 Annual \$	1 July 2013 Annual \$
WC 1.1	41,161.45	42,876.52	44,663.04
WC 1.2	42,415.62	44,182.94	46,023.89
WC 1.3	43,776.04	45,600.04	47,500.04
WC 2.1	49,050.00	51,093.75	53,222.65
WC 2.2	50,400.00	52,500.00	54,687.50
WC 2.3	51,757.29	53,913.84	56,160.25
WC 3.1	54,458.33	56,727.43	59,091.07
WC 3.2	55,812.50	58,138.02	60,560.43
WC 3.3	57,164.58	59,546.44	62,027.54

SCHEDULE 2 – CLASSIFICATION CRITERIA

WALKERVILLE COUNCIL FIELD STAFF

WC Level 1

- Employees at this level work under the direction of the Team Leader or Leading Worker. They work either alone or in small groups to perform general municipal maintenance tasks including but not limited to:
 - Maintenance and development of park and gardens
 - Tree planting and maintenance
 - Maintenance of roads, paths and drains
 - Maintenance of Council owned assets and street furniture
 - Street cleaning
 - General cleaning

Skills / Qualifications needed to perform at this level include:

- Truck licence
- E.W.P training / accreditation
- Operate and maintain chainsaw, training
- WZTM
- OHSW training
- Ability to operate relevant plant, equipment and machinery
- Relevant experience in Horticulture, Arboriculture or Civil Construction

WC Level 2

- Employees at this level are able to lead small work groups or work alone to carry out all tasks as listed under Level 1. Further tasks include but not limited to:
 - Responsible for a safe work environment for the public and staff by ensuring adherence to all OHSW procedures within the work group including instructing / training new employees / trainees in standard operating procedures.
 - Carrying out work place risk assessments and recording all relevant information
 - Daily plant checks and recording
 - Setting up and recording of work zone traffic signage

Skills / Qualifications needed to perform at this level include:

- Truck licence
- E.W.P training / accreditation
- Operate and maintain chainsaw, training
- WZTM
- OHSW training
- Loadshifting equipment (FE Loader / Backhoe) accreditation
- Trade certificate or equivalent skills or experience in any of the following:
 - Horticulture
 - Arboriculture

- Welding – Mechanics
- Civil Construction

WC Level 3

- Employees at this level may be required to carry out all duties as identified under Levels 2 and 3. Employees at this level are required to work consistently at a higher level of efficiency and effectiveness above that of Level 3. Further tasks include but not limited to:
 - Computer skills required to access all corporate software systems, records management systems and the ability to access and respond to emails
 - To give clear and precise instructions to other staff either verbal or in writing
 - To act as Team Leader Works when required
 - Work with, co-operate and compliment other Level 3 employees
 - Induct new employees and ensure that they have been provided with relevant OHSW training including SOPs
 - Raise and issue purchase orders to maintain stock, material and service levels
 - Promote and provide a safe work environment for staff and the public by encouraging and modelling good OHSW practices
 - Represent the work group on the OHSW Committee
 - Engage, induct and direct external contractors
 - Available to be rostered for after hour emergency call outs
 - Liaise with and attend site meetings with Councils consulting engineers and contractors for capital works projects
 - Responsible for depot security which includes opening, alarming and lock-up
 - Hold a current Senior First Aid certificate and serve as Councils First Aid Officer