

PORT AUGUSTA CITY COUNCIL ASU ENTERPRISE BARGAINING AGREEMENT 2012/2013

File No. 3169 of 2012

This Agreement shall come into force on and from 3 September 2012 and have a life extending until 23 June 2014.

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



DATED 3 SEPTEMBER 2012.

COMMISSION MEMBER



Port Augusta

CITY COUNCIL

**ASU E.B.
Agreement 2012 - 2013**

(24 June 2012 – 23 June 2014)

CLAUSE 1 TITLE

This Agreement shall be entitled the Port Augusta City Council ASU Enterprise Bargaining Agreement 2012/2013.

CLAUSE 2 ARRANGEMENT

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CLAUSE 3 DEFINITIONS

'*Agreement*' shall mean Port Augusta City Council E.B. ASU Agreement 2012/2013.

"*Annualised salary*" means annual salary plus an amount equal to the annual leave loading (as defined in the Award) applicable to four weeks annual leave.

'*Award*' shall mean South Australian Municipal Salaried Officers Award.

'*City Manager*' means the Chief Executive Officer of the Port Augusta City Council.

'*Consensus*' means that all members of the Enterprise Bargaining Committee are in agreement.

'*Consultation*' is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes which may affect them. The objective of consultation is reaching agreed outcomes.

'*Council*' shall mean the Port Augusta City Council.

'*Employer*' shall mean the Port Augusta City Council.

'*Employee*' means all employees employed pursuant to the South Australian Municipal Salaried Officers Award.

'*Funding by external sources*' means funding received from bodies outside the Council and includes grants and subsidies, donations and ex-gratia receipts.

'*Organisation*' means the Port Augusta City Council.

'*Parties*' means the Port Augusta City Council and the Amalgamated ASU (SA) State Union.

"*Rostered Staff*" means staff who may be rostered at any time over a rotating 7 day period.

'*Specific purpose grants*' means grants or subsidies provided for the purpose of subsidising a specific program or function.

'*Salary*' means annual salary paid immediately prior to the signing of the Agreement and does not include any amounts negotiated as part of an overtime package such as superannuation and use of vehicle.

'*Union*' shall mean the Amalgamated ASU (SA) State Union.

'*Workplace Representative*' shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE

4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.

- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
- 4.2.1 Four (4) Management representatives employed by the Council.
 - 4.2.2 Four (4) Employee representatives employed by the Council, with each party being able to include an Industrial Officer or Adviser as non voting members at each meeting.
- 4.3 The role of the Enterprise Bargaining Committee shall be:
- 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus which shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues associated with enterprise bargaining.
 - 4.3.4 To distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Agreement.
 - 4.3.6 To consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
 - 4.3.7 To resolve any disputes arising out of the operation of the Agreement.

CLAUSE 5 DATE AND PERIOD OF OPERATION

- 5.1 This agreement will continue in force until 23rd June 2014.

CLAUSE 6 PARTIES BOUND

- 6.1 Agreement is binding on the Port Augusta City Council in respect of its employees employed pursuant to the South Australian Municipal Salaried Officers Award and the Australian Municipal, Administrative, Clerical and Services Union, known as the Amalgamated ASU (SA) State Union in respect of its members employed by the Employer.

CLAUSE 7 RELATIONSHIP TO PARENT AWARD

- 7.1 This Agreement shall be read in conjunction and applied in conjunction with the terms of the South Australian Municipal Salaried Officers Award, providing that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency.
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- 7.2 Council is committed, during the life of this Agreement and its re-negotiation, to bargain collectively with the union in respect of employees whose terms and conditions have traditionally been covered by the Award. The terms and conditions of the Agreement shall apply to new employees as they do to current employees.

CLAUSE 8 AIMS/OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among personnel employed at the Port Augusta City Council through the provision of training and skills improvement programs that are appropriate to Local Government Activities with the method of undertaking such courses being approved and authorised by the Chief Executive Officer or his or her delegate.
- 8.2 To ensure adherence to the Award, this Agreement, and all other statutory provisions.
- 8.3 To enhance careers and benefits for employees.
- 8.4 To develop an environment where all parties are able to provide information for decision making processes.
- 8.5 To provide for improved wages and conditions for employees in exchange for improved work efficiencies and practices.
- 8.6 To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.

CLAUSE 9 EMPLOYEE RELATIONS

All parties recognise:

- 9.1 The need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 That participation of all parties in providing information for decision making process is an essential ingredient of a productive workplace and satisfied work-force.
- 9.3 The legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage, but within statutory provisions.

CLAUSE 10 CONSULTATION

- 10.1 Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained, Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 10.3 Communication strategies will be reviewed by the parties at least annually or as required.
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CLAUSE 11 BUSINESS PLAN

- 11.1 The Council in developing an on-going business plan for the organisation, agrees to include at least one staff member elected by employees from each particular unit or area within the working group researching, developing and preparing the Draft Business Plan for consideration by the Council.

CLAUSE 12 COMPETITIVE PRACTICES

- 12.1 Council confirms its commitment to its direct employees in the provision of services which are viable, cost competitive and effective whilst recognising its obligation to manage its services by the most effective, efficient or beneficial means.
- 12.2 Subject to Award provisions and other statutory obligations, the parties to this Agreement are committed to ensuring that all parts of the organisation are operating at a level of efficiency and cost which compares favourably, for the same level and standard of service, with providers of similar services in the community at large.
- 12.3 Comparisons between internal and external providers should be based on a true comparison of all relevant factors taking into account costs, quality, responsiveness, accountability and documented service needs and any other relevant factors depending on the particular service provision.
- 12.4 The Council will not enter into competitive tendering for work or services provided in classifications provided for under the South Australian Municipal Salaried Officers Award, unless legislation so requires or there is mutual agreement between the parties.

CLAUSE 13 EMPLOYMENT SECURITY

- 13.1 Council's Strategic Plan promotes a well-rewarded, happy staff. Subject to the provisions of Clause 14.1 there will be no forced redundancies during the life of the Agreement.
- 13.2 The provisions of this Clause will not apply to employees on Fixed Term Contracts.
- 13.3 The parties recognise that over time the mix of jobs and skills required will change. In the event that an employees' 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.
- 13.4 For an employee who is redeployed to an alternative position at a lower classification, the following shall apply:
- 13.4.1 The employees' former classification rate of pay will be retained and all increases are to be absorbed indefinitely until the employees' new classification rises to meet the salary level of the former classification.
- 13.4.2 At such time the employee may seek to negotiate a voluntary separation package, acceptance of which by the employee and Council is not mandatory.
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- 13.4.3 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 14 SEPARATION PACKAGES

- 14.1 The parties acknowledge that many of the services or programs provided by Council are funded either partially or exclusively from external sources. Accordingly, the continuation of these programs is reliant on the continued receipt of that funding. The positions involved in the provision of a Council program that is reliant on external funding will only be declared redundant:

14.1.1 Where the program is reliant upon specific purpose grants as defined, and those funds are significantly reduced; and

14.1.2 After an investigation of all possible alternative arrangements (including funding) for the program has been undertaken and all employees within the particular program have had an opportunity to provide input into that investigation.

- 14.2 The outcomes of the investigation as outlined in Sub-Clause 14.1 will be submitted to a Committee of Reference convened by the City Manager, or his/her representative, for its comments within a reasonable time frame specified by the City Manager or his/her representative.

This Committee of Reference shall be comprised of a representative of the Australian Services Union, the Departmental Manager of the program that is affected, and any other such persons (including a workplace representative nominated by the affected employee) as agreed to be appropriate by the Departmental Manager and the ASU Representative (no more than five persons shall form the Committee).

The Committee may provide comment in relation to the investigation for consideration by the Senior Management Group of the Council. The issue of possible re-deployment will be considered within the investigation and by the Committee as part of the review process described above.

- 14.3 Where a position is affected as outlined in Sub-Clause 14.1 and no alternative position has been identified by the investigation and ensuing Committee of Reference, the following separation package will apply for permanent full time and part time positions on a pro-rata basis:

14.3.1 Ten (10) weeks notice or payment in lieu of such period of notice;

14.3.2 A redundancy payment at the rate of 4 weeks annualised salary (as defined) per year of continuous service within the local government industry (maximum of 104 weeks);

14.3.3 Payment for all unused annual and long service leave;

14.3.4 With the approval of the City Manager or his/her representative a maximum of 10% of total salary (as defined) for out-placement counselling and training to assist with the employee finding alternative employment. This payment will be made on a reimbursement for costs incurred basis for a maximum of twelve months from the date of the separation or until the employee obtains alternative employment, whichever is sooner;

14.3.5 All payments made under this Sub-Clause to permanent part-time employees will be on a pro-rata basis of actual time worked.

14.4 Except as provided for in Sub-Clause 14.3 above, the Council may at its complete discretion reach agreement with any employee in relation to a separation package. A package shall consist of no less than the following:

14.4.1 Eight (8) weeks notice or payment in lieu of such period of notice;

14.4.2 A redundancy payment at the rate of 3 weeks salary per year of continuous service within the local government industry;

14.4.3 Payment for all unused annual and long service leave.

14.4.4 The parties agree that refusal or acceptance of a separation package under this Sub-Clause is the right of each and every employee covered by this Agreement.

CLAUSE 15 JOB SHARING/PART-TIME EMPLOYMENT

15.1 The parties recognise the mutual benefits, obtainable by Council and employees, created by job sharing. Employees are able to re-enter the work-force and deal with family responsibilities simultaneously, retain their skills, retain self-esteem. Council will not suffer loss of skills and costs associated with staff turnover and retraining, and will obtain staff less likely to be absent from work and the ability to cover absences more easily.

15.2 To this end, job sharing by genuine mutual agreement between Council and the employee(s) concerned, and where it is recognised by Council and the employee(s) that productivity and efficiency will be maintained, will be supported by parties to this agreement.

15.3 All employees are eligible to apply to job share or to work on a part time basis.

15.4 Council will consider all applications on their merits taking into account operational arrangements and practicalities. Where job sharing or a change to working hours is agreed, such changes shall be recorded in writing and provided to the relevant employee.

15.5 Part time employees may 'increase their hours of work to a maximum of Seventy-six (76) per fortnight without incurring overtime rates, except as provided for in Clause 20 (Flexible Working Arrangements). Such increase in hours shall be at the direct request of the relevant manager.

15.6 Part time employees shall receive their yearly 'increments on the anniversary date of their employment.

CLAUSE 16 FIXED TERM CONTRACTS

16.1 Council may offer fixed term employment contracts on the following grounds:-

16.1.1 For a specific project of defined duration or for work of a limited duration;

16.1.2 For a position which is funded from an external body (e.g. government grants);

16.1.3 To replace an employee who is on extended leave greater than three months;

16.1.4 For new appointments to positions at or above classification Level 5 of the Award.

16.2 In future contract staff positions other than those funded by external sources, may be negotiated on or above Level 5 of the Award. The following loading to the base salary will apply:

- 20% for a five year contract.
- 25% for a four year contract.
- 33.3% for a three year contract.

16.3 Where a fixed term contract is to be negotiated, the Council through the City Manager or his/her representative and the prospective employee shall be able to negotiate all the terms and conditions, including any renewal clause and performance indicators by mutual agreement. Reasonable time shall be afforded to the employee to seek advice from third parties prior to signing any fixed term contract.

16.4 This clause will only come into operation where specifically stated in the individual employees contract of employment.

CLAUSE 17 CORPORATE WARDROBE

17.1 In developing a strategy for the introduction of a corporate uniform at the Port Augusta City Council, it is necessary to recognise the different requirements of various employee groups and yet provide an equitable approach to all employees.

17.2 It is therefore agreed the wearing of corporate uniform is not compulsory and the following shall apply:

17.2.1 Council shall reimburse 50% of the purchase price (maximum \$230), of a corporate wardrobe and pay an annual reimbursement of 50% (maximum \$230) per annum per employee, on proof of purchase.

17.2.2 The Council shall purchase the entire corporate wardrobe for each employee and any staff contributions can be met through payroll deductions.

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

CLAUSE 18 TRAINING

18.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

18.2 Council is committed to enhancing the skills of its work-force through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.

- 18.3 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 18.4 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- 18.5 Each employee will take responsibility to identify their future training needs and in conjunction with their Supervisor and/or Departmental Manager determine how that training can be delivered effectively.
- 18.7 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 18.8 Course Fees and associated Costs

The parties agree that to obtain full benefit from training that is provided outside of Port Augusta may often require employees to make travel arrangements that are outside their normal work hours.

- 18.8.1 Where the course or training is provided outside the normal working hours Council will meet the cost of course fees.
- 18.8.2 Where the course or training is within normal working hours Council will meet the cost of course fees and the employees normal work hours (7.6 hours).
- 18.8.3 Where a one day course or training is provided outside of Port Augusta, Council will meet costs associated with course fees, normal work hours (7.6 hours), travel and meals.
- 18.8.4 Where the course or training is provided outside Port Augusta and is for more than one day Council will meet costs associated with course fees, normal work hours (7.6 hours), travel, accommodation and meals.

CLAUSE 19 WORKPLACE REPRESENTATIVES AND UNION TRAINING

19.1 Recognition by Employer of Workplace Representative Role

- 19.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes:
- 19.1.1.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
- 19.1.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
- 19.1.2 For the purpose of carrying out the functions under sub-clause 19.1.1 Union Workplace Representative(s) shall be permitted to devote an agreed amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so requested by the
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Branch Secretary, an agreed amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.

- 19.1.3 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the work-site to him or her and will provide an agreed amount of resources to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

19.2 Union Training

Subject to the following conditions Workplace representatives shall be entitled to a maximum of 5 days per annum accredited trade union training:

- 19.2.1 That where practicable, not less than 3 weeks notice is given to the employer of the date of the course;
- 19.2.2 That the employer is able to make adequate staffing arrangements during the period of such leave;
- 19.2.3 That in cases where the annual allocation of leave has been exhausted and there is a substantial reason why a workplace representative should attend a particular trade union training course, the Union may apply to the Council for special paid trade union training leave covering the workplace representative's attendance.

19.3 Leave to count as service

Leave granted under this clause shall be included as service for the purpose of annual, family and long service leave and entitlements under the Award and this agreement.

CLAUSE 20 FLEXIBLE HOURS OF WORK

- 20.1 The ordinary hours of duty for full time permanent employees shall be 38 hours per week, Monday to Friday, excluding public holidays. The normal working hours for employees shall not exceed 8 hours in any one day. These hours to be worked as follows:
- 20.1.1 All staff other than those supervising depot staff and outside workforce, Library Staff and Substance Misuse Services employees, to be worked between the hours of 6:30am and 6:30pm.
- 20.1.2 Staff supervising depot staff and outdoor workforce, to be worked between 6am and 6pm.
- 20.2 a) By mutual agreement between the full time permanent employee and his/her Departmental Manager, the normal working hours may be altered (without attracting penalty rates – up to a maximum of 10 hours in any one day) to take account of either the employees or the Councils short term needs. The time accrued if any is to be taken in lieu at a time mutually agreed between the employee and his/her Departmental Manager.
- b) Penalty rates in accordance with the Award will apply to all time worked outside the span of hours as defined in clause 20.1 unless an agreement to the contrary is reached by the employee and his/her Department Manager.
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20.3 There shall be a break of not less than half an hour, nor more than one hour for lunch, between 11:30am and 2:30pm, unless by mutual agreement of the employee and his/her Supervisor (such time will not be counted as time worked).

20.4 All employees shall be allowed a tea break of not more than 15 minutes duration during the morning and Afternoon of each working day (the afternoon break to be taken at the employees work station) which shall be counted as time worked.

20.5 There shall be a meal break at 6:30pm of not less than one hour. If an employee agrees to continue working beyond 6:30pm without a meal break, a meal allowance shall be paid and any further time worked shall be paid at a rate of double time until a meal break is taken or the employee ceases work for the day.

20.6 Overtime and Call-Outs

20.6.1 The parties agree that refusal to work extra hours is the right of each and every employee under this agreement and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right, however both parties accept that there shall be reasonable expectation on behalf of the Council for additional hours to be worked from time to time.

20.6.2 An employee who is recalled to work Monday to Friday after the expiration of the employees' ordinary working time, shall be paid for a minimum of four hours at one and one half times the ordinary prescribed wage rate.

20.6.3 It is further agreed that the minimum of four hours specified in Clause 20.6.2 of this Agreement will apply to callouts or overtime worked on Saturdays, Sundays or Public Holidays and be paid at the penalty rates specified in Clause 5.2 of the Municipal Salaried Officers Award, 1998.

20.6.4 Availability Allowance "General Inspector" Position

The parties agree that an availability allowance of \$30.00 per day (24 hour period) will be made available to officers appointed to or acting in Council's General Inspectorate position. In addition, a minimum of 2 hours for call outs will apply at time and a half, such time to be taken as Time Off In Lieu (TOIL).

20.7 Permanent Part-Time Employees

20.7.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee.

20.7.2 By mutual agreement between the permanent part-time employee and his/her Departmental Manager, the working hours may be altered to take account of either the employees' or the Council's short term needs. Any changes to working hours shall be recorded in writing and a copy provided to the employee.

20.8 Substance Misuse Services Employees

The parties agree that the maximum hours of work offered to employees of the Substance Misuse Services will be 96 hours per fortnight. The maximum hours per shift will be 12 hours. Such hours will not attract penalty and will be worked over a ten (10) day roster. In the event that a staff member is required to work a double shift, thereby working for a continual period greater than 12 hours (this should only

occur when unavoidable – no other staff available) the staff member will be paid at appropriate penalty for those hours worked over and above the maximum 12 hours.

20.9 Exemptions from Clause 20

20.9.1 Any employee who negotiates an employment package with the Chief Executive Officer.

20.9.2 Library employees.

20.9.3 Substance Misuse Services employees.

20.9.4 Shift Workers and Rostered Staff.

20.9.5 Those employees (whether permanent full-time or part-time) who, because of their role, service or program, are required to work outside the normal hours described in Sub-Clause 20.1.

20.10 Casual Employment Status Part-time Employment Status

Contrary to Clause 3.1.2.3 of the South Australian Municipal Salaried Officers Award, the parties agree to extend the prescribed hours a casual employee can work in a year from 800 hours to 1400 hours (i.e. part-time status can then be given at an employees' request).

20.11 Minimum Hours of Work when "called in"

The parties agree that the minimum hours of work offered ("called in") on any shift to employees at Childcare, Library and Special Needs, shall be 2 hours.

CLAUSE 21 PRODUCTIVITY & EFFICIENCY ACHIEVEMENTS

The parties recognise that productivity and efficiency gains have been and will be further achieved by way of, inter alia:

Existing:

21.1 Absorption of previous State responsibilities

21.2 Absorption of increased demands of new legislation without employing additional staff

21.3 Overall absorption of duties and reduction in number of employees across the organisation

21.4 Organisational restructure leading to improved communications and productivity through accountability

21.5 Working of unpaid overtime and unpaid community support work

21.6 Commitment to community developmental opportunities additional to agreed job descriptions

21.7 Undertaking additional responsibilities of fellow employees when they are absent from work, including recall from leave without penalty rates

21.8 Acceptance of flexible work hours.

21.9 Acceptance of and commitment to constant work place change through rapidly changing technology

21.10 Customer service out of hours without pay through personal contact or by telephone

- 21.11 Commitment to flexible hours of work including overtime and call outs (Clause 20)
- 21.12 Commitment to competitive practices, rapid service delivery and quality customer relations (Clause 12)
- 21.13 Agreement on displacement (Clause 14)
- 21.14 Agreement on fixed term contracts (Clause 16)
- 21.15 Agreement on resource sharing (Clause 29)
- 21.16 Agreement on training arrangements (Clause 18)

Proposed (matters the parties will consider and endeavour to implement during the life of the agreement):

- 21.17 Performance Measurement and Benchmarking.
 - 21.18 During the life of this Agreement, the Council may participate in a pilot program or other local government initiatives related to the workplace reform agenda. Such activities may include the investigation and identification of appropriate processes and practices related to performance measurement and benchmarking Council services and functions.
 - 21.19 In consultation with Council Management, the employees agree to provide assistance in developing benchmarks that are appropriate to their role and the services they provide.
 - 21.20 Changes and improvements of work practices.
 - 21.21 The parties are committed to implementing change, including technological change, to improve work processes. Employees will be encouraged to identify and initiate change and will be consulted in the decision making process where it affects them in the workplace. To facilitate the recording of improvements in work practices developed and adopted during the period of this Agreement, a register of productivity gains will be held by the Human Resource Manager at the Civic Centre enabling employees, supervisors and the Departmental Managers to keep a record of these initiatives.
 - 21.22 Employees may elect to maintain a personal register of improvements in work practices in lieu of the above, if they so desire.
 - 21.23 Productivity gains so recorded by either method described above must be ratified by the employees' line manager and will be used to assist in the process of developing the outcome of the next Enterprise Agreement.
 - 21.24 Commitment to electronic service delivery.
 - 21.25 The parties are committed to the delivery of Council services via the Internet. During the life of this agreement, the Council will be developing on-line services utilising the Internet. The employees agree to participate in the process of developing electronic services.
 - 21.26 It is also expressly acknowledged by both parties that from the end date of the first enterprise agreement, several significant initiatives affecting Council's operations have been resolved and completed within existing staff and monetary resources. This has resulted in significant savings to Council.
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CLAUSE 22 RECLASSIFICATION

- 22.1 Any request for a reclassification shall be examined and acknowledged in writing by the Council or the City Manager or his/her representative within twenty eight (28) days of the formal receipt of such request.
- 22.2 The applicant shall be provided with written advice of the decision on their application for reclassification, such advice must be provided within 60 days and will contain reasons for any refusal of the application.
- 22.3 In the event of agreement being reached on application for reclassification, payment of any increase in salary shall apply from the date the application was formally received by the employees' Manager/Supervisor, City Manager or the Council, whichever is earlier.
- 22.4 Any employee not satisfied with the determination may apply for the matter to be heard before a Board of Reference constituted under Clause 2.3 of the Award.

CLAUSE 23 FAMILY RESPONSIBILITY/PERSONAL LEAVE

- 23.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in the Council. In order to achieve these goals there will be no change in the current sick/family leave entitlement (nor the accrual of sick/family leave not taken from year to year).
- 23.2 All sick/family leave may be used as "Personal Leave" for employees who require time away from work for sickness, either for themselves or for urgent personal or family needs. This leave may also be taken as bereavement leave.
- 23.3 The Parties agree that medical certificates or other reasonable evidence will be required in respect of leave taken under this clause. However, it will be a specific requirement that a sickness certificate or other relevant evidence will be required for any leave taken that is greater than one day.

Where possible employees will be required to give prior notice of absence for Personal/Family Leave to enable the relevant Supervisor or Manager to make necessary adjustments to work schedules.

- 23.4 In recognition of increased productivity provided by reduced absenteeism, Council will provide on termination, (retirement, resignation, death, redundancy or permanent disability) payment of a percentage of accumulated family leave. The payment will be made at the following rates based on the average family leave taken per year from the date of this agreement. The payment will only apply to family leave accrued from the 16th June 2000.

AVERAGE PERSONAL LEAVE TAKEN PER YEAR	
DAYS	% CONVERTED TO \$'s
0 – 1 days	30%
1 – 2 days	20%
2 – 3 days	10%
3 – 3.5 days	5%
3.5 – 4 days	2%
+ 4 days	0%

Termination on the grounds of serious and wilful misconduct and/or other grounds for dismissal will not be eligible for payment.

- 23.5 Further, both parties commit themselves to the reduction of sick leave and in challenging the prevailing culture in the taking of sick leave. Our strategy in addressing this is to provide some form of incentive (time in lieu) which encourages regular work attendance, the accumulating of sick leave credits and commitment to the worksite. Eligible employees will receive a bonus as detailed below during the life of this Agreement:

AVERAGE PERSONEL/FAMILY LEAVE TAKEN	
DAYS	DAYS IN LIEU PROVISION
< 1 day per year	5 days in lieu
1 day (but < 2 days) per year	4 days in lieu
2 days (but < 3 days) per year	3 days in lieu
3 days (but < 4 days) per year	2 days in lieu
4 days (but < 5 days) per year	1 day in lieu
5 days & over	0

CLAUSE 24 LONG SERVICE LEAVE

- 24.1 Where an employees' contracted weekly hours or classification are reduced then long service leave accrued from their commencement date shall be calculated and preserved.

CLAUSE 25 REVIEW OF AGREEMENT

- 25.1 During the term of this Agreement there shall be a process of review undertaken by the Enterprise Bargaining Committee in full consultation with employer and all employees on at least a six monthly basis.
- 25.2 The Parties commit to commence negotiations on a further agreement not less than six months prior to the expiration of this Agreement.

CLAUSE 26 DISPUTE RESOLUTION PROCEDURE

26.1 General

In the event of a dispute between the Council and an employee or employees concerning any aspect of work (other than through the operation of this Agreement), the following procedure shall apply:

- 26.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 26.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant Departmental Manager. If the employee wishes, he or she will have the opportunity to be represented by a representative of their choice. Conversely, Departmental Managers should seek to resolve any dispute with the employees concerned.

- 26.1.3 If the matter is not resolved at that stage, the employee (who may involve their representative) may refer the matter to the Chief Executive Officer.
- 26.1.4 If the matter is not resolved within twenty-eight (28) days, then it may be referred to the South Australian Industrial Relations Commission for conciliation, and proceed to arbitration if the matter remains unresolved.
- 26.1.5 Nothing contained in this clause shall prevent the Union from raising matters directly with the City Manager or his/her representative.

26.2 Enterprise Agreement

Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- 26.2.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 26.2.2 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
- 26.2.3 Nothing contained in this clause shall prevent the Union from raising matters directly with the City Manager or his/her representative.

CLAUSE 27 SALARY INCREASES

- 27.1 Schedule 1 to this Agreement sets out current salary levels and the new salaries arising from the application of increases that have been agreed covering the extended period of this Agreement. Current salaries are shown in Column A.
- 27.2 As from the first full pay period on or after 24th June 2012 an increase of 4% will be applied to the current salaries.

The adjusted salaries are shown in Column B
- 27.3 As from the first full pay period on or after 23rd June 2013 an increase of 4% will be applied to the salaries being paid at that time.

The adjusted salaries are shown in Column C
- 27.4 The salaries shown in Schedule 1 are based on annualised salaries (as defined).

CLAUSE 28 ENVIRONMENTAL EFFICIENCY

The parties agree to work towards greater environmental efficiency in all Council operations and the adoption of environmental best practice. The Enterprise Bargaining Committee will consider environmental efficiency in its deliberations. In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmentally sound materials and technology in Council's operations.

CLAUSE 29 RESOURCE SHARING

- 29.1 Council and employees express an ongoing commitment to the concept of resource sharing (subject to Clause 10 of this agreement) with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 29.2 In relation to Resource Sharing or secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between Council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 29.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as they relate to this Agreement.

CLAUSE 30 CAREER DEVELOPMENT/STUDY LEAVE

- 30.1 Career development is seen as an issue that is a shared responsibility between both the individual and the Council. It enables the Council to develop a secure and stable workforce equipped with the skills necessary to provide the services desired by our community. It also provides employees with the opportunity to fulfil their ambitions and to progress into more rewarding positions within the Council.
- 30.2 Support for career development comes in a number of forms. These may include, but not be limited to:-
- 30.2.1 Study assistance to pursue qualifications at TAFE or University;
 - 30.2.2 Secondments either within or outside of the City of Port Augusta;
 - 30.2.3 Career development opportunities – these may be opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employees' breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.

The active participation in performance reviews can be used for the development of long-term career goals (3 – 5 year) that the employee wishes to work toward.

- 30.3 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following:
- 30.3.1 That such courses are appropriate to local government;
 - 30.3.2 That such courses and the method of undertaking such courses are approved and authorised by the employer.
 - 30.3.3 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject of 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 sub-clause 1 hereof;
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30.3.4 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course;

30.3.5 Where an employee considers that leave approval has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided in Clause 26 of this Agreement.

CLAUSE 31 SUPERANNUATION FUND

31.1 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into Local Super.

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

31.3 The amount of the employer superannuation contribution will be:

31.3.1 For each employee who is making "Salarylink Contributions to Local Super:

- a) 3% of the employee's salary; and
- b) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee; and
- c) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

31.3.2 For each other employee:

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

31.3.3 Salary sacrificing shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this agreement.

31.3.4 The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 32 RECRUITMENT & PROMOTION

- 32.1 Council is committed to providing employees with a career path as part of their professional development.
- 32.2 Administrative procedures specifically relating to selection processes, interview panels and job descriptions are contained within Councils policy documents.
- 32.3 Existing positions that become vacant will initially be advertised internally to determine interest from existing employees.
- 32.4 All internal applicants who meet the essential job criteria shall be interviewed for the position.
- 32.5 If no internal applicant is found to be suitable, Council will advertise the position externally.
- 32.6 If Council is unable to achieve a suitable outcome in relation to external applicants, it may at its discretion explore other avenues to resolve the issue of an unfilled position.

CLAUSE 33 SALARY SACRIFICE OR DEEMED CONTRIBUTIONS

- 33.1 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Bargaining Agreement based salary/wages) to Local Super.
 - 33.1.1 As salary sacrifice is a complex matter, it is the employees' responsibility to seek advice and fully understand all implication of salary sacrifice before entering into this arrangement.
 - 33.1.2 The employees' 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.
 - 33.1.3 Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
 - 33.1.4 The application shall be in writing and 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.
 - 33.1.5 The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month prior notice in writing is given to the payroll officer.
 - 33.1.6 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
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CLAUSE 34 COUNCIL'S STRATEGIC PLAN

The parties recognise the importance of Council's current "Strategic Plan 2012 – 2017", and as such are committed to achieving its 10 Sub Goals within the next 3 years:

- SUB GOAL 1.1 OUR COMMUNITY FEELS SAFE
- SUB GOAL 1.2 RECOGNISE AND VALUE THE DIVERSE NEEDS AND CULTURES OF OUR COMMUNITY
- SUB GOAL 1.3 BEST PRACTICE IN COMMUNITY PROGRAMS AND FACILITIES MANAGED BY COUNCIL
- SUB GOAL 2.1 A POSITIVE & PROGRESSIVE IMAGE OF OUR CITY
- SUB GOAL 3.1 ECONOMIC GROWTH FOR LONG-TERM BENEFIT
- SUB GOAL 4.1 SUSTAINABLE AND EFFECTIVE MAINTENANCE, MANAGEMENT AND ENHANCEMENT OF THE CITY'S EXISTING INFRASTRUCTURE ASSETS
- SUB GOAL 4.2 PLAN FOR THE PROVISION OF ADDITIONAL INFRASTRUCTURE TO MEET THE NEEDS OF OUR GROWING CITY.
- SUB GOAL 5.1 EFFECTIVE MANAGEMENT & MAINTENANCE OF THE CITY'S UNIQUE NATURAL AND BUILT ENVIRONMENT
- SUB GOAL 6.1 A PROFESSIONAL EFFECTIVE, EFFICIENT & CUSTOMER FOCUSED ORGANISATION RESPONSIVE TO THE NEEDS OF THE COMMUNITY
- SUB GOAL 6.2 OPTIMISE THE USE AND MANAGEMENT OF THE COUNCIL'S FINANCIAL AND PHYSICAL RESOURCES

CLAUSE 35 DRIVERS LICENCE

35.1 The employer will reimburse to any employee (whose duties require them to drive a vehicle during the course of their normal duties, i.e. stated in their job description) the fee associated with obtaining or renewing their drivers licence, i.e.:

35.1.1 Three (3) years fee on presentation of licence; or

35.1.2 Three (3) years fee on each subsequent anniversary date (renewal) of the licence.

CLAUSE 36 ACCIDENT & SICKNESS INSURANCE (INCOME PROTECTION) AND JOURNEY INSURANCE

Council shall continue to meet the costs associated with the provision of providing 24 hour sickness and accident cover and Journey insurance (to and from work only) for all employees covered by this agreement.

CLAUSE 37 INCLEMENT WEATHER POLICY (POLA0107)

Council commits to the review of its Inclement Weather Policy in particular hot weather conditions during the course of the first year of the agreement.



CITY OF PORT AUGUSTA - MUNICIPAL OFFICERS AWARD
EB AGREEMENT NO 8
PROPOSED ANNUALISED SALARY SCHEDULE
(Includes Annual Leave Loading)

	<u>E.B. No. 7</u> <u>4.5%, 2nd Tier</u> <u>Increase</u>		<u>E.B. No. 8</u> <u>Proposed 4%, 1st Tier</u> <u>Increase</u>		<u>E.B. No. 8</u> <u>Proposed 4%, 2nd Tier</u> <u>Increase</u>	
	<u>Effective</u>	<u>12/06/2011</u>	<u>Effective</u>	<u>24/06/2012</u>	<u>Effective</u>	<u>23/06/2013</u>
	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>
LEVEL 1A						
1st Year	18.0353	35,638	18.7567	\$37,063	19.5070	38,546
2nd Year	18.6326	36,818	19.3779	\$38,291	20.1530	39,822
3rd Year	19.2298	37,998	19.9990	\$39,518	20.7990	41,099
4th Year	20.4243	40,359	21.2413	\$41,973	22.0910	43,652
LEVEL 1						
1st Year	21.1605	41,813	22.0069	\$43,486	22.8872	45,225
2nd Year	21.6587	42,798	22.5250	\$44,509	23.4260	46,290
3rd Year	22.3550	44,173	23.2492	\$45,940	24.1792	47,778
4th Year	23.1018	45,649	24.0259	\$47,475	24.9869	49,374
5th Year	23.8486	47,125	24.8026	\$49,010	25.7947	50,970
6th Year	24.5945	48,599	25.5783	\$50,543	26.6014	52,564
LEVEL 2						
1st Year	25.3510	50,094	26.3651	\$52,097	27.4197	54,181
2nd Year	26.0978	51,569	27.1417	\$53,632	28.2274	55,777
3rd Year	26.8447	53,045	27.9184	\$55,167	29.0352	57,374
4th Year	27.5915	54,521	28.6951	\$56,702	29.8429	58,970
LEVEL 3						
1st Year	28.3373	55,995	29.4708	\$58,234	30.6496	60,564
2nd Year	29.0841	57,470	30.2475	\$59,769	31.4574	62,160
3rd Year	29.8310	58,946	31.0242	\$61,304	32.2652	63,756
4th Year	30.5778	60,422	31.8009	\$62,839	33.0729	65,352
LEVEL 4						
1st Year	31.3236	61,895	32.5766	\$64,371	33.8796	66,946
2nd Year	32.0704	63,371	33.3532	\$65,906	34.6874	68,542
3rd Year	32.8173	64,847	34.1299	\$67,441	35.4951	70,138
4th Year	33.5641	66,323	34.9066	\$68,976	36.3029	71,735

CITY OF PORT AUGUSTA - MUNICIPAL OFFICERS AWARD
EB AGREEMENT NO 8
PROPOSED ANNUALISED SALARY SCHEDULE
(Includes Annual Leave Loading)

	<u>E.B. No. 7</u> <u>4.5%, 2nd Tier</u> <u>Increase</u>		<u>E.B. No. 8</u> <u>Proposed 4%, 1st Tier</u> <u>Increase</u>		<u>E.B. No. 8</u> <u>Proposed 4%, 2nd Tier</u> <u>Increase</u>	
	<u>Effective</u>	<u>12/06/2011</u>	<u>Effective</u>	<u>24/06/2012</u>	<u>Effective</u>	<u>23/06/2013</u>
	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>
LEVEL 5						
1st Year	34.3099	67,796	35.6823	\$70,508	37.1096	73,329
2nd Year	35.0567	69,272	36.4590	\$72,043	37.9174	74,925
3rd Year	35.8036	70,748	37.2357	\$73,578	38.7251	76,521
LEVEL 6						
1st Year	37.0476	73,206	38.5295	\$76,134	40.0707	79,180
2nd Year	38.2916	75,664	39.8233	\$78,691	41.4162	81,839
3rd Year	39.5201	78,092	41.1009	\$81,215	42.7450	84,464
LEVEL 7						
1st Year	40.7476	80,517	42.3775	\$83,738	44.0726	87,088
2nd Year	41.9752	82,943	43.6542	\$86,261	45.4003	89,711
3rd Year	43.2027	85,369	44.9308	\$88,783	46.7280	92,335
LEVEL 8						
1st Year	44.6765	88,281	46.4635	\$91,812	48.3221	95,484
2nd Year	46.1493	91,191	47.9953	\$94,839	49.9151	98,632
3rd Year	47.6231	94,103	49.5280	\$97,867	51.5092	101,782

CITY OF PORT AUGUSTA - MUNICIPAL OFFICERS AWARD

EB AGREEMENT NO 8

PROPOSED ANNUALISED SALARY SCHEDULE

(Includes Annual Leave Loading)

SENIOR OFFICER	E.B. No. 7 4.5%, 2nd Tier Increase		E.B. No. 8 Proposed 4%, 1st Tier Increase		E.B. No. 8 Proposed 4%, 2nd Tier Increase	
	Effective	12/06/2011	Effective	24/06/2012	Effective	23/06/2013
	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>	<u>Hourly</u>	<u>P.A.</u>
LEVEL 1						
1st Year	37.0641	\$73,239	38.5467	\$76,168	40.0885	\$79,215
2nd Year	38.2916	\$75,664	39.8233	\$78,691	41.4162	\$81,838
3rd Year	39.5201	\$78,092	41.1009	\$81,215	42.7450	\$84,464
LEVEL 2						
1st Year	40.7476	\$80,517	42.3775	\$83,738	44.0726	\$87,088
2nd Year	41.9752	\$82,943	43.6542	\$86,261	45.4003	\$89,711
3rd Year	43.2027	\$85,369	44.9308	\$88,783	46.7280	\$92,335
LEVEL 3						
1st Year	44.6765	\$88,281	46.4635	\$91,812	48.3221	\$95,484
2nd Year	46.1493	\$91,191	47.9953	\$94,839	49.9151	\$98,632
3rd Year	47.6231	\$94,103	49.5280	\$97,867	51.5092	\$101,782
LEVEL 4						
1st Year	49.1381	\$97,097	51.1036	\$100,981	53.1478	\$105,020
2nd Year	51.0546	\$100,884	53.0968	\$104,919	55.2207	\$109,116
LEVEL 5						
1st Year	53.4503	\$105,618	55.5883	\$109,842	57.8118	\$114,236
2nd Year	55.3668	\$109,405	57.5814	\$113,781	59.8847	\$118,332
LEVEL 6						
1st Year	57.7624	\$114,139	60.0729	\$118,704	62.4758	\$123,452
2nd Year	59.6789	\$117,926	62.0661	\$122,643	64.5487	\$127,548
LEVEL 7						
1st Year	62.0746	\$122,659	64.5575	\$127,566	67.1398	\$132,668
2nd Year	64.9493	\$128,340	67.5473	\$133,473	70.2492	\$138,812
LEVEL 8						
1st Year	68.7823	\$135,914	71.5336	\$141,350	74.3950	\$147,004
2nd Year	72.6154	\$143,488	75.5200	\$149,227	78.5408	\$155,197