

RENMARK PARINGA COUNCIL ENTERPRISE AGREEMENT (AWU) NO. 3 OF 2008

File No. 04074 of 2009

**This Agreement shall come into force on
and from 19 June 2009 and have a life
extending until 30 June 2010.**

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



DATED 19 JUNE 2009.

A handwritten signature in black ink, appearing to read "P. J. McNeil".



**REMARK PARINGA COUNCIL
ENTERPRISE BARGAINING AGREEMENT (AWU) NO. 3 OF 2008**

CLAUSE 1 TITLE

This Agreement shall be entitled the Renmark Paringa Council Enterprise Agreement (AWU) No. 3 of 2008.

CLAUSE 2 ARRANGEMENT:

Clause	Title
1	Title
2	Arrangement
3	Definitions
4	Enterprise Bargaining Committee
5	Date and Period of Operation
6	Parties Bound
7	Relationship to Parent Award
8	Aims Objectives
9	Employee relations
10	Consultation/Communication
11	Flexible Hours of Work
12	Staff Training
13	Change Management
14	Sick Leave
15	Parental Leave
16	Workplace Representative Training
17	Annual Leave
18	Redundancy
19	Grievance and Dispute Resolution Procedures
20	Counselling and Disciplinary Counselling Procedures
21	Superannuation
22	Income Protection
23	Salary Sacrifice
24	No Further Claims
25	Wage Adjustments
26	Absorption of Allowances
27	Signatures

CLAUSE 3 DEFINITIONS:

- * 'Agreement' shall mean the Renmark Paringa Council Enterprise Agreement (AWU) No 3 of 2008.
- * 'Award' shall mean the Local Government Employees Award, which is in operation at the time of making this 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' and 'Employer' shall mean the Renmark Paringa Council.

CLAUSE 4 ENTERPRISE BARGAINING COMMITTEE:

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Enterprise Agreement and assisting in 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:
- * 2 Employer representatives nominated by Council.
 - * 2 Employee representatives employed by the Council and nominated by the employees.

Provided however that with a minimum of 2 weeks notice to the other party the employer or employee representatives may require attendance and representation by the Union or Industrial Relations Consultant as the case may be. In these circumstances the other party is at liberty to arrange representation if considered necessary.

- 4.3 The Enterprise Bargaining Committee shall be the primary forum for consultation between the Council and employees
- 4.4 The role of the Enterprise Bargaining Committee shall be:
- * To formulate future Enterprise Agreements acceptable to all parties.
 - * To assist to resolve any dispute arising out of the operation of the Agreement.
 - * To review and monitor the operation of this Enterprise Agreement annually.
- 4.5 Either party to this agreement may seek a meeting of the Enterprise Agreement at any time in relation to matters arising out of the operation or implementation of the agreement
- 4.6 Any disputes arising from the operation of this Agreement shall be dealt with through the following steps:

- 4.6.1 Any dispute shall be notified to the Enterprise Bargaining Committee which shall attempt to resolve the matter.
- 4.6.2 If the matter is not resolved through the Enterprise Bargaining Committee the matter of dispute shall be discussed between the Chief Executive Officer and the Union.
- 4.6.3 If the matter is not resolved, then it may be referred to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

CLAUSE 5 DATE AND PERIOD OF OPERATION:

This Agreement shall commence from the date of certification and shall remain in force until 30th June 2010. This Agreement will be reviewed and renegotiated during the final 6 months of its operation.

CLAUSE 6 PARTIES BOUND:

This Agreement is binding on the Council and its employees employed pursuant to the Award and the Australian Workers Union or AWU.

CLAUSE 7 RELATIONSHIP TO PARENT AWARDS:

This Agreement shall be read in conjunction with the Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 AIMS OBJECTIVES:

- 8.1 This Agreement between the above named parties recognises both past productivity and efficiency improvements and those that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.
- 8.2 This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.
- 8.3 The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.
- 8.4 The objectives of this Agreement including the following but are not limited to:
 - 8.4.1 Improve the quality of cost-effective services provided to the community in response to their needs.
 - 8.4.2 Encourage and develop a high level of skill, innovation and excellence amongst all employees.

- 8.4.3 Develop a high degree of team work, trust and shared commitments (between Council, Management and Staff) to the achievement of real and sustainable improvements in productivity and efficiency.
- 8.4.4 Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
- 8.4.5 Provide employees with a quality work environment with improved job satisfaction.
- 8.4.6 Promote open and honest communications in all aspects of Council operations.
- 8.4.7 Provide improved remuneration and working conditions for all employees.

CLAUSE 9 EMPLOYEE RELATIONS:

- 9.1 The parties:
 - 9.1.1 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
 - 9.1.2 Agree with the need to work in partnership and cooperation with each other.
 - 9.1.3 Recognise that participatory decision-making processes are an essential ingredient of workplace change.
 - 9.1.4 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 CONSULTATION / COMMUNICATION:

- 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, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained, Council and employees will ensure that communication practices ensure honest and open disclosure, accessibility and participation of all levels of the Organisation and prompt dissemination of all relevant information.

CLAUSE 11 FLEXIBLE HOURS OF WORK

- 11.1 The ordinary hours of work shall be 76 hours to be worked over nine days of a two week period between the hours of 6.00am and 6.00pm, Monday to Friday, excluding Public Holidays.
- 11.2 The normal hours of work shall be 8.5 hours per day, to be worked from 7.00am to 4.00pm, with 30 minutes for lunch to be taken between the hours of 12 noon and 2pm.
- 11.3 By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal day may be altered to allow employees to:

- 11.3.1 Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 6.00am and 6.00pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
- 11.3.2 Increase or decrease the number of normal hours worked in one day without attracting penalty rates, providing that the hours per day shall not exceed ten hours, nor eight hours per week in excess of the standard working week, and shall be worked between the hours of 6.00am and 6.00pm, Monday to Friday, excluding Public Holidays. The provisions of this clause shall not exceed a total of 80 hours per financial year, per employee.
- 11.3.3 Where additional time is worked under Clause 11.3.2', "time off in lieu" (on a time for time basis) may be taken off at a time mutually agreed between the employee and his or her supervisor otherwise payment for the time worked shall be paid at the end of the current pay period.
- 11.4 Where required to meet organisational needs, rostered days off may be deferred by mutual agreement between the employee and the supervisor. A maximum of three days can be accrued at any time.

CLAUSE 12 STAFF TRAINING:

- 12.1 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.
- 12.2 Council is committed to enhancing the skills of all staff 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.
- 12.3 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.
- 12.4 Council has a commitment to ongoing training of employees demonstrated by an identification in the budget.
- 12.5 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.
- 12.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 12.7 Agreement will be reached with employees prior to training being undertaken in regard to all related arrangements.

CLAUSE 13 CHANGE MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. An important element of the management of change is good communication between both the Council and employees.

The nature and form of the consultation during the change process may vary depending on the nature and significance of the changes proposed but should be consistent with the following:

- Where changes are proposed consultation will occur between affected employees and management on the proposed changes prior to their implementation.
- Employees will be advised of their rights and given the opportunity to seek advice and/or representation from their Union as part of the consultative process.

For the purposes of the Agreement change includes but is not limited to any of the following:

- * change to work practices
- * introduction of new technology and equipment
- * change in workforce size and/or structure
- * resource sharing
- * consideration of alternative service delivery
- * amalgamation

CLAUSE 14 SICK LEAVE

Sick leave accrued with the Council will be paid out on retirement, permanent disability, death, redundancy or resignation after ten years continuous service at the following rates:-

Accumulated days	Percentage paid
0-25	0
26-50	5%
51-75	7%
76 and over	10%

CLAUSE 15 PARENTAL LEAVE

15.1 Persons who avail themselves of unpaid parental leave under Clause 7.5 of the Award may have the ability to access a portion of accumulated sick leave.

15.2 If eligible for Parental Leave under the Award provisions, the following arrangements may apply upon application:

15.2.1 Female Employees may access up to four (4) weeks accrued sick leave immediately after child birth.

15.2.2 Male employees may access up to four (4) week accrued sick leave immediately after the birth of his child.

15.2.3 Any paid leave granted under this clause should be taken in conjunction with the parental leave provisions outlined in the Award. ie: the total leave period, both paid sick leave and unpaid parental leave will be no greater than the total allowance for parental leave under the Award..

CLAUSE 16 WORKPLACE REPRESENTATIVES TRAINING

- 16.1 Council recognises that Workplace Representatives have a key role to play in the change management process and require adequate skills to be able to perform this role. Council commits to grant up to five (5) additional days paid leave per Workplace Representative per annum to attend training courses appropriate to their role.
- 16.2 Unless otherwise agreed, not less than four weeks notice will be given to Council of the date of commencement of the training, including an agenda with the times on which the course is to be conducted.
- 16.3 Such leave shall be provided on the proviso that Council is able to make adequate staffing arrangements during the period of such leave.

CLAUSE 17 ANNUAL LEAVE:

- 17.1 Annual leave shall be taken at a time mutually agreed between the Manager and the employee within a period of twelve (12) months of the leave becoming due. The need for Council to ensure adequate resources are available to maintain customer service levels will be a consideration in agreeing to leave timing.
- 17.2 The non-taking of such leave shall only occur in special circumstances with the written approval of the Employer.
- 17.3 In instances where annual leave has accrued beyond one year's entitlement the Council and an employee may agree to a plan which results in all accumulated leave being taken, in conjunction with current annual leave, at no less than four weeks in any twelve month period. It is further agreed that accumulated annual leave may be "cashed out" if mutually agreed between the Council and the relevant employee.

CLAUSE 18 REDUNDANCY

- 18.1 Where organisational change occurs and positions are identified as being redundant and surplus to the requirements of Council, the employees concerned shall be treated in accordance with the arrangements set out hereunder:
 - 18.1.1 No forced redundancy will occur
 - 18.1.2 Redeployment to a position of the same classification level;
or
 - 18.1.3 Redeployment to a position of a lower classification level
- 18.2 The overall numbers can be reduced by natural attrition
- 18.3 Pursuant to Clause 18.1.2, it is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

However, after examining all options, if the CEO considers that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

- 18.3.1 The employee must agree to the redeployment
- 18.3.2 The employer will, as a matter of priority, provide training to assist the redeployed into the new position.

18.3.3 The employee's wage shall be frozen until the salary of the new classification level equals the employee's redeployment classification level. The period of income maintenance will be from the date the employee commences the new position.

CLAUSE 19 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

- 19.1 It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships;
- 19.2 If any employee has a problem or complaint he/she must go to their immediate Supervisor. In most cases the grievance will be solved there. Since problems may not always be solved at this level, the official grievance procedure shall be followed. The future development of a fair treatment policy shall also be recognised and referred to in the grievance and dispute resolution process.
 - 19.2.1 The procedure for the settlement of disputes and employee grievances involves four (4) stages:
 - 19.2.1.1 Employee/Supervisor discussion.
 - 19.2.1.2 Employee/Department Head discussion, with involvement of the employee representative, if required.
 - 19.2.1.3 Employee/Department Head/Chief Executive Office discussion, with involvement of the employee representative, if required.
 - 19.2.1.4 Reference to the South Australian Industrial Relations Commission for conciliation and/or arbitration.
 - 19.2.1.5 The first three stages outlined above process should be completed within seven (7) days of the issue first being raised with stage four (20.2.1.4) being undertaken as soon as possible.
- 19.3 It is hoped that the majority of problems will be solved during the first stage outlined above, but it is also recognised that in some cases there may be a need for further discussion.
- 19.4 Equipment, working conditions, fellow employees, Supervisors, demarcation, etc. are some aspects which may need discussion at times.
- 19.5 Employees always have the right to approach Management with problems. But this formal procedure is documented in order to ensure that all employees are aware of their rights.
- 19.6 Employees are encouraged to use this procedure as soon as any problem arises so that they and their Supervisor may deal with it before it becomes a major issue.
- 19.7 Nothing contained in this clause shall prevent an industrial officer or union from raising matters directly with management.

CLAUSE 20 COUNSELLING AND DISCIPLINARY COUNSELLING PROCEDURES

All matters with regard to the counselling and disciplinary process are to be undertaken in line with Council's procedures as per Appendix "A".

CLAUSE 21 SUPERANNUATION

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

For the purpose of this clause:

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

The amount of employer superannuation contributions means;

- a) For contributory members:
 - (i) 3% of the employees salary; and
 - (ii) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of any employee.
- b) For non - contributing members:
 - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

CLAUSE 22 INCOME PROTECTION INSURANCE

In addition to the pay rises outlined under this Agreement, Council will provide 24 hour income protection insurance for all employees under the Local Government Income Protection Scheme administered by Local Government Risk Services. The Insurance is to also provide for a 'top-up' cover where an employee has been financially disadvantaged as a result of receiving workers compensation payments which are less than 100% of the notional weekly earnings. Should the Local Government Income Protection Scheme remove workers compensation top up cover from its policy, then there will be no obligation on Council to provide the 'top-up' direct.

CLAUSE 23 SALARY SACRIFICE

23.1 Subject to the following conditions an employee may apply to the Chief Executive Officer or his nominee to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme [Local Super SA-NT]:

- 23.1.1 The pre sacrificing salary is the normal gross salary (for all purposes) applicable for the officer as may be adjusted from time to time.
- 23.1.2 Any such arrangement shall be by mutual agreement between each individual employee and the Chief Executive Officer, provided that approval by the Chief Executive Officer shall not be unreasonably withheld.
- 23.1.3 The application shall be in writing on the form provided by the Deputy Chief Executive Officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component remaining is adequate for the employees on-going living expenses.
- 23.1.4 Each employee may only review and alter the percentage of salary to be salary sacrificed on two dates in any one twelve month period, such dates being 1 August and 31 January [or the nearest working day thereto]. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 23.1.5 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.
- 23.1.6 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 [Local Super SA-NT] will be adjusted [at the employee's cost] to take account of taxation payable in relation to those contributions.
- 23.1.7 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 24 NO FURTHER CLAIMS:

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

CLAUSE 25 WAGE ADJUSTMENTS:

The wage adjustments to apply throughout the operation of this Agreement are as follows:

- 25.1.1 An increase of 4.5% on employee wage rates to operate from the first full pay period commencing on or after the 1st July 2008.
- 25.1.2 For the purposes of 25.1.1 above wage rate shall mean the employees wage rate (comprising base rate plus service payment) as at the 30 June 2008.
- 25.1.3 A further increase of 4.0% to operate from the first full pay period commencing on or after the 1st July 2009.
- 25.1.4 A further increase of 0.5% to operate from the first full pay period commencing on or after the 1st July 2009 in recognition of clause 26.

CLAUSE 26 ABSORPTION OF ALLOWANCES

The parties agree that in recognition of the wage adjustments in clause 25, all allowances provided for by the Award shall be absorbed into the weekly rate of pay as of 30 June 2009.

CLAUSE 27 SIGNATORIES

Signed for and on behalf of the Renmark Paringa Council

.....
Chief Executive Officer

.....
Witness

.....
Date

Signed for and on behalf of the Australian Workers Union, Greater South Australian Branch
by:

.....
Branch Secretary

.....
Witness

.....
Dated

APPENDIX A - COUNSELLING AND DISCIPLINARY COUNSELLING PROCEDURES

RENMARK PARINGA COUNCIL COUNSELLING AND DISCIPLINARY COUNSELLING PROCEDURES

1. Council shall ensure that performance problems of staff are quickly raised and discussed with employees in order to facilitate effective working relationships.
2. Counselling and disciplinary matters shall be undertaken in a fair and equitable manner.
3. Council shall involve the Union Representative and/or Official at appropriate stages during counselling or disciplinary processes where requested by an employee.
4. Council shall provide careers counselling in an effort to support the personal and professional development of staff.

1. COUNSELLING

Counselling involves the provision of advice and assistance to employees in the interests of their career development, and of the efficiency of the organisation.

The following persons in Councils have counselling responsibilities:-

- Managers
- Supervisors
- Specialist staff, e.g. HR Officer
- Chief Executive Officer

Some specific examples of where Counselling may occur are:-

- regular feedback on work performance
- induction of new employees
- work performance problems
- discussion of training and development needs
- providing feedback after interview
- advice on career opportunities

Counselling is like any other form of verbal communication - it is most effective when a comfortable environment exists and both parties listen to each other and feel free to speak their mind.

Counselling employees with personal problems

Everyone in the workplace faces problems at some stage. These problems can often lead to poor work performance, (i.e. quality and/or quantity of work performed) unsafe working, lost time and negative effects on colleagues and clients.

If an employee's work starts to become unsatisfactory their supervisor should:

1. Identify the specific areas of poor work performance.

2. Discuss the matter with the employee pointing out the required performance standard and offering assistance to the employee to attain the reasonable level of performance.

The counsellor should confine themselves to discussions about work performance and avoid counselling employees on personal matters in which professional advice is essential. Such a discussion should be conducted in a private and sensitive way and the matters discussed kept in the strictest confidence.

Career Counselling

Employees may approach their Supervisor for advice on planning their careers, either within the occupational area of their current employment or in some other area.

The Supervisor should be sensitive to the employees position but honest about prospects within the council and in giving advice on both their personal and work related strengths and areas for further development as you perceive them.

The following may be used to help in guiding employees on other careers paths:-

- organising a visit to the local Employment Service or Career Reference Centre (to discuss various occupations available, required qualifications, labour market demand etc)
- suggesting good books on career planning
- arranging to conduct a session/s for all employees on goal setting and career planning.
- helping the employee to set both short term and long term goals.

2. DISCIPLINARY COUNSELLING

Reasons for Disciplinary Counselling

Disciplinary counselling for employees can be necessary because of:

- negligence or carelessness in the discharge of duties
- engaging in improper conduct that adversely affects work performance or brings Council into disrepute.
- contravening or failing to comply with any applicable provisions of Acts or Regulations or the terms and conditions of employment.
- inefficiency or incompetence for reasons within the person's control.
- non compliance with a direction with which it is the person's duty to comply.
- continuing performance problems

Before Acting

Before contemplating disciplinary action consider whether there are any organisational factors which may have contributed to the employees current work performance and/or behaviour.

For example:

- does the employee understand the job requirements in terms of performance and behaviour?
- has the employee received proper and adequate training and supervision for the job being performed?
- does the employee have the necessary skills, experience and ability to do what is expected of him/her?
- are the tools, equipment or facilities adequate and safe to do the job?
- could there be interpersonal conflicts in the work team that are affecting the person? e.g. victimisation or sexual harassment.

Some Guiding Principles

There are a number of important points involving the disciplinary process which can be highlighted and which should be supported to ensure natural justice.

- 1) In general, particularly in relation to performance issues, the focus should be constructive i.e. (aimed at improving behaviour/performance) not critical (i.e. aimed at punishing the individual).
- 2) Employees should be provided with clear and verifiable information on:
 - (a) the standards of work performance and behaviour expected of them;
 - (b) where any shortfalls have occurred; and
 - (c) the opportunity to explain the reasons for such shortfall and to improve their performance/behaviour.
- 3) Discipline should be applied in a consistent and fair manner.
- 4) When dealing with unacceptable performance and/or conduct
 - * employees should be treated fairly;
 - * consideration of the issue should be based on factual information.
 - * action/penalties should be practical and equitable;
 - * improved employee performance and conduct will be recognised by wiping the slate clean after a reasonable period of improved performance or satisfactory conduct.
- 5) Natural justice

In managing the disciplinary process it is important to ensure that principles of 'natural justice' are applied. These require:

- * a person against whom an adverse decision is to be made should be informed as fully as possible of anything alleged against him/her;
 - * a person should have an opportunity to put his/her case, whether at an oral hearing or otherwise;
 - * all parties to a matter should be heard and all relevant submissions considered;
 - * the decision-maker must act fairly and without bias.
- 6) The person best placed to improve work performance and/or behaviour is themselves (i.e. self-discipline is the most effective form of discipline).
- 7) Cases of poor performance/misconduct require neither a "soft" nor a "tough" approach. The best approach is one which is results-orientated: which seeks an improvement in performance or behaviour at a specified standard.

Disciplinary Procedure

In cases of unsatisfactory work performance or misconduct that warrant formal action rather than counselling the following procedure should be followed:

1. First Disciplinary Reprimand

When disciplinary action is required, the employee must be advised and made fully to understand that he/she is in a disciplinary proceeding and may therefore be accompanied by a witness if they wish and that any reprimand is to be documented and placed on file.

The disciplining officer must complete a written record of the reprimand, detailing both its substance and circumstances. Such written record may be notes of the proceedings or a letter to the employee either of which must be signed by the disciplining officer. The employee must be provided with a copy of that written record and be provided with an opportunity to acknowledge receipt and provide a written response.

A copy of that record must be sent to the CEO and placed on file. A model form is included for Council use.

The discussion at this first reprimand should be:

- (a) clearly establish the performance, or behaviour standards which are required;
- (b) clearly identify the shortfall between the individual's performance/behaviour and the standards required;
- (c) investigate the reasons for the shortfall with a view to assisting the individual improve performance or behaviour;

- (d) result in an agreed "action plan" containing:
1. actions to be undertaken by the individual
 2. actions to be undertaken by the Supervisor
 3. an established time frame within which these actions are to be carried out (such period should not be less than one (1) month in the case of a first notice).

The objective of the first reprimand shall be to endeavour to remedy the unsatisfactory work performance or behaviour to the satisfaction of both the Council and the employee. This is to ensure that the employee continues employment and makes a satisfactory contribution as outlined in their job description. In many cases there will be no need to go beyond this second step in the procedure.

If at the expiration of the period mentioned above there is evidence that the employee's work performance or behaviour is improving but that a further assessment period is necessary, then the initial period should be extended.

If no improvement occurs proceed to:

2. Second Disciplinary Reprimand

On this occasion the employee must be advised and made to fully understand that this is the second reprimand; that this reprimand will be documented; that any further case for reprimand on a similar or associated matter may lead to dismissal from the Council service.

The employee should also be advised at this time that a prudent course of action would be to contact the appropriate union and advise them of the situation.

This second reprimand should be given to the employee's departmental head and should be given in the presence of a job/union representative.

A written record, making mention of the fact that the employee was advised to that they may consult their union must be completed and signed. This report should then be placed on the file with the first report and a copy sent to the Chief Executive Officer.

3. Third Disciplinary Reprimand

Before any action is taken that may lead to the dismissal of an employee, the Chief Executive Officer must be advised of the situation. Should a third occasion on which disciplinary action is required be proceeded with after consultation with the CEO, arrangements must be made for the employee to report to his or her Departmental Head for such disciplinary action.

The Departmental Head should have the job/union representative present. A written record must again be completed and signed by the disciplining officer and the witness. The employee concerned shall be offered an opportunity to provide within 24 hours a written and signed response to the allegations made and all documentation shall be sent to the CEO.

Outcomes of the Disciplinary Process

These can include:

- reprimand;
- suspension from duty;
- appointment to an alternative position;
- dismissal;
- or any other action that maybe deemed appropriate.

Gross misconduct/serious dereliction of duty - Instant Dismissal

In cases of gross misconduct or serious dereliction of duty an employee may be issued a first and final warning and be summarily dismissed

ADVICE OF EMPLOYEE WARNING

(If previous warning has been issued, indicate on this form)

EMPLOYEES NAME:

DATE:.....

POSITION:.....

PERSON ISSUING WARNING:.....

POSITION:.....

THIS WARNING IS ABOUT:.....

.....

.....

.....

.....

EMPLOYEE'S COMMENTS ARE:.....

.....

.....

.....

.....

.....

THE EMPLOYEE MUST:.....

.....

.....

.....

.....

.....

IF THE EMPLOYEE DOES NOT IMPROVE, THEN:.....

.....
.....
.....
.....

Signatures of those present

.....
Person issuing warning

.....
Employee recognition of receipt of warning

.....
Witness

Name and Position:.....

Copy to be given to employee

APPENDIX B

Local Government Employees Award Weekly Salaries

		Wages at 30 th June 2008	4.5% Wages from 1 st July 2008	4.5% Wages from 1 st July 2009
Grade 1	Yr1	623.63	651.69	681.02
	Yr2	632.02	660.46	690.18
	Yr3	640.23	669.04	699.15
Grade 2	Yr1	646.89	676.00	706.42
	Yr2	655.28	684.77	715.58
	Yr3	663.49	693.35	724.55
Grade 3	Yr1	670.61	700.79	732.32
	Yr2	678.94	709.49	741.42
	Yr3	687.27	718.20	750.52
Grade 4	Yr1	699.39	730.86	763.75
	Yr2	707.72	739.57	772.85
	Yr3	716.05	748.27	781.94
Grade 5	Yr1	721.91	754.40	788.34
	Yr2	730.24	763.10	797.44
	Yr3	738.45	771.68	806.41
Grade 6	Yr1	738.68	771.92	806.66
	Yr2	746.95	780.56	815.69
	Yr3	755.28	789.27	824.78
Grade 7	Yr1	755.57	789.57	825.10
	Yr2	763.84	798.21	834.13
	Yr3	772.05	806.79	843.10
Grade 8	Yr1	771.02	805.72	841.97
	Yr2	779.35	814.42	851.07
	Yr3	787.51	822.95	859.98