

TOWN OF GAWLER/AWU ENTERPRISE AGREEMENT NO.7, 2009

File No. 6762 of 2009

This Agreement shall come into force on and from 23 November 2009 and have a life extending for a period until 31 March 2011.

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

DATED 23 NOVEMBER 2009.



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

COMMISSION MEMBER



**Town of Gawler/AWU
Enterprise Agreement
No. 7, 2009**

TOWN OF GAWLER

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PART 1 - GENERAL

Clause 1.1 Definitions

"the Act" shall mean the Fair Work Act 1994 (SA), as amended.

"Agreement" shall mean the Town of Gawler/AWU Enterprise Agreement No 7, 2009.

"Amalgamation" for the purposes of this Agreement shall include boundary reform that results in the Council taking on employees from another Council or losing employees to another Council.

"Award" shall mean the Local Government Employees Award

"Consultation" shall mean 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 that may affect them. An objective of consultation is reaching agreed outcomes with all parties being open to exploring possible options.

"Council" shall mean the Town of Gawler.

"Customer" for the purposes of this Agreement shall include - without limitation - electors, ratepayers, residents, visitors, guests, agencies, and representatives of government agencies and instrumentalities, elected Members and work colleagues.

"Customer Service" shall mean a broad focus on the way in which services are provided and shall include: -

- * meeting the needs of clients
- * encompassing all areas of Council's operation
- * internal and external clients
- * treating clients with respect and courtesy
- * being responsive to client's needs
- * establishing relationships based on care, trust, mutual respect and empathy.

"Domestic partner" means a person who is a domestic partner within the meaning of the Family Relationships Act 1975, whether declared as such under that Act or not;

"Employer" shall mean the Town of Gawler.

"Essential Services" means Waste Transfer Station, Cemetery Operations, Cleansing Team Services, a service in response to an emergency situation or any other services as agreed through the Enterprise Bargaining Committee

"Union" shall mean the Australian Workers Union (AWU) Greater South Australian Branch.

"Workplace Representative" shall mean a person elected by employees whose role is to effectively represent the interests of employees at the workplace.

Clause 1.2 Enterprise Bargaining Committee (EBC)

The consultative structure for monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee (EBC).

The EBC for this Agreement shall consist of:-

- a. up to 4 representatives of the Council
- b. up to 4 representatives of employees employed by the Council
- c. a Union official (provided where the issue is dispute resolution, the employee must have made a choice for the union official to be involved).

Clause 1.3 Date & Period of Operation

This Agreement terminates all previous agreements lodged pursuant to the *Fair Work Act 1994 (SA)* and shall commence from 01 April 2009 and shall have a nominal expiry date of 31 March 2011. This Agreement shall be read in-conjunction with the Award. The parties commit to renegotiate this Agreement prior to its expiry. Those negotiations shall commence no later than six months prior to expiry.

Clause 1.4 Parties Bound

This Agreement is binding on the Council in respect of its employees covered by the Agreement, and the Union in respect to its members employed by the Council.

Clause 1.5 Aim & Objective

This Agreement is viewed by the parties as a sustainable arrangement for workplace flexibility, improved productivity and systematic pay outcomes that benefit both employees and the Town of Gawler.

The aim of this Agreement is to document work arrangements, processes and procedures, which are agreed between the parties to promote improved productivity and quality services as well as the resulting benefits and improved conditions for employees.

The objective of this Agreement is to deliver or facilitate the provision of services and infrastructure that enhance the quality of life and convenience for our community.

Clause 1.6 Implementation

Employees and Council commit to jointly be responsible for positive participation in the implementation to this Agreement.

Clause 1.7 No Further Claims

The parties undertake that during the period of operation of this Agreement, there shall be no further claims sought, or granted, except for those provided under the terms of this Agreement.

Clause 1.8 Best Practice

The parties agree that the delivery of services to the community should be at the best possible value in order to meet community standards. To achieve "Best Value" the parties agree that throughout the period of this Agreement:-

- 1.8 (a) Ongoing improvements across all functional areas will occur to ensure the

Organisation is operating at a higher level of efficiency and cost effectiveness.

- 1.8 (b) Reviews of operating arrangements, operating costs and standards of service will occur.
- 1.8 (c) Reviews will include the establishment of consultative mechanisms and procedures appropriate to the nature of the review:
 - 1.8 (c) (1) Consultative mechanism and procedures will be established comprising representatives of the employer and employees.
 - 1.8 (c) (2) The particular consultative mechanisms and procedures shall be appropriate to the size, structure and needs of the enterprise or workplace.
 - 1.8 (c) (3) The purpose of the consultative mechanisms and procedures is to facilitate the efficient operation of the enterprise or workplace according to its particular needs. .
- 1.8 (d) Systems of performance measurement and benchmarking will be utilised.
- 1.8 (e) Any proposals to implement change will be in accordance with the following consultative mechanisms:
 - 1.8 (e) (1) The Council must as soon as practicable notify the employee who may be affected by the proposed changes
 - 1.8 (e) (2) The Council will discuss with the employees affected; the introduction of the changes, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees.
 - 1.8 (e) (3) The Council will give prompt consideration to matters raised by the employees in relation to the changes.
 - 1.8 (e) (4) The discussions must commence as early as practicable after a firm decision has been made by the Council to make the changes
 - 1.8 (e) (5) For the purposes of such discussion, the Council will provide information in writing to the employees concerned such as all relevant information about the changes including the nature of the changes proposed; and the expected effects of the changes on employees and any other matters likely to affect them.

Clause 1.9 Resource Sharing

The Council and employees express an ongoing commitment to the concept of Resource Sharing with other organisations and Local Government bodies in an endeavor to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation. Council will seek to achieve greater and more diverse skills for its employees through Resource Sharing opportunities.

The parties note the obligation on all employees involved in the evaluation and or implementation of Resource Sharing initiatives to promptly and accurately inform Managers and fellow employees of developments.

To give practical effect to Resource Sharing, employees agree to work anywhere within the boundaries of those bodies with which Council enters formal arrangements to share resources. Such work will be undertaken as if they were employees of the Council.

No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of Resource Sharing as it relates to this Agreement.

Employees will not suffer any additional employment related costs or travel time on account of commencing and or finishing at workplaces outside the Council's boundaries, unless otherwise agreed during the planning of Resource Sharing activities.

PART 2 - EMPLOYER AND EMPLOYEES DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

Clause 2.1 Employment Categories

2.1.1 Probationary Employment

The Council may engage new employees on a probationary basis of 3 months duration for the purpose of facilitating the assessment of an employee's work performance.

The probationary period may be extended for a further period in light of an unsatisfactory work assessment at the end of the initial 3 months employment.

Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counseled by the Council.

2.1.2 Weekly Hired Employment (Full Time and Part Time)

The contract of hiring of every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

2.1.3 Part Time Employment

An employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time employee. The employee is employed on a weekly contract of employment and entitled to the prescribed benefits of a full-time employee but on a pro-rata basis according to the normal weekly hours worked.

Part-time employees are entitled to overtime payments for work performed in excess of 7.6 hours per day or 38 hours per week, subject to any arrangements (re flexible working hours) which may operate in respect of the workforce or work groups.

Provided that the ordinary hours of work for a part-time employee can be altered by mutual agreement between the Council and the employee concerned, to cover short-term or long-term operational requirements.

2.1.4 Casual Employment

A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under Schedule 1 (Wage Rates and Supplementary Payments) to this Agreement.

A casual employee is paid for time worked only and is not entitled to annual leave, sick leave, compassionate leave or parental leave. Where a casual employee performs work at a time which attracts penalty rates under this Agreement, the penalties will also apply for the work performed by the casual employee.

Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for, but if by direction of the Council, work does not resume, the employees will be paid for that day, no less than 2 hours pay for the day.

Where a casual employee, on any day, reports for duty without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid for that day, no less than 2 hours pay.

The minimum engagement for a casual is 2 consecutive hours.

With the exception of swimming pool attendants, the maximum term of engagement for a casual working full-time (ie a 38 hour week) will be ten consecutive weeks. Provided however that there are no limitations on the term of engagement of a casual employee working less than full-time hours.

2.1.5 Fixed Term Employment

A Council may engage employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other employees provided that any such fixed term is clearly identified at the time of engagement.

Clause 2.2 Employment Security

In those situations where organisational change results in a reduction of employee numbers, the means of adjustment will be intended to be first through Natural Attrition, Redeployment and Voluntary Redundancies before any other means.

2.2.1 Natural Attrition

The preferred method of responding to a need to reduce employee numbers is through natural attrition, which is defined as resignations or retirements on the part of employees.

2.2.2 Redeployment

Management will continue to deploy employees, according to operational needs, to carry out such duties as are within the limits of the employees skills, competence and training.

Where an employee is redeployed, as a result of organisational restructure, to a position carrying a lower classification as per Schedule 3 to this Agreement, their pre-transfer wage will be maintained for a period of two (2) years. At the conclusion of the two (2) year period the employee will be reclassified in accordance with the new position.

An employee who is redeployed to a position at a lower classification shall have the option of taking a VSP in accordance with clause 2.2.3 providing, however, that such option is exercised within 4 weeks of being advised.

2.2.3 Voluntary Separation Packages

Whilst the preferred method of responding to a need to reduce employee numbers is through natural attrition and redeployment without the need for recourse to redundancies the parties recognise that, on occasions, management and employees may agree to a Voluntary Redundancy.

Should management and an employee agree to a Voluntary Redundancy, then the Voluntary Separation Package (VSP) will be:-

- a. 10 weeks notice of termination or payment in lieu thereof;
- b. 3 weeks for each continuous year of full time equivalent service with Council as a severance payment;
- c. An amount of up to \$2,500 is made available for reimbursement for the purposes of out placement assistance during the 1st year of separation, or until reemployment (whichever is the sooner). Alternatively, an

employee may elect to be paid an amount of \$2,000 upon separation;
and

- d. Pro-rata Long Service Leave, to be paid irrespective of length of service.

2.2.4 No Forced Redundancy

The employer commits to no forced redundancies for the life of this Agreement.

Clause 2.3 Dispute Resolution

The procedure below is established and agreed between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party. Prior to utilising this Dispute Resolution procedure, minor grievances shall be dealt with through Councils Grievance Resolution Policy contained within its Human Resource Policy Manual.

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

At all stages of the procedure either party is able to have a representative of their choice and each stage shall not take longer than 5 working days.

2.3.1 Dispute Resolution Procedure

Stage 1. The employee or at the option of the employee, their nominated employee representative will contact the direct Supervisor and attempt to settle the matter at that level.

Stage 2. If the dispute is not settled at Stage 1 the employee and if requested by the employee, the nominated employee representative will meet with the Supervisor and his/her Line Manager.

Stage 3. If the dispute is not settled at Stage 2 , the employee, and if requested by the employee, the nominated employee representative will meet with the Supervisor, Line Manager and Senior Manager.

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

Clause 2.4 Performance Management, Counselling and Dismissals.

The parties agree that management of employee's individual performance will occur in the workplace through establishment of management systems of accountability, including formal performance appraisal of individual employees. These systems are contained in the Performance Improvement & Management Process attached as Annexure 1.

Clause 2.5 Notice of Resignation

In order to terminate employment, employees must give the Council at least 4 weeks period of notice. During the notice period, the only paid absences will be for certified

Sick Leave, pre-approved Leave and normal planned Rostered Days Off.

In the event that an employee leaves within the 4 week notice period, the Council reserves the right to make the final termination payment within (a maximum of) the 4 week notice period.

Clause 2.6 Performance Development and Review

An annual performance review process will continue to be conducted for the development of all employees and the defining of their career paths.

The Human Resources Policy Manual contains the Performance Development and Review (PDR) Policy and procedure which focuses upon performance management and career development.

The PDR process incorporates the following features:

- a. founded upon a current Position Description which includes relevant and agreed competencies and performance indicators;
- b. identify relevant career streams;
- c. identify training requirements which have relevance to work requirements and career streams;
- d. involve employees and Managers in quantifiable performance assessment;
- e. require an overall satisfactory assessment in order to qualify for incremental progression and/or the Service Recognition Payment;
- f. scheduled reviews.

Clause 2.7 Training

Employees will be provided with appropriate training and development opportunities to improve existing skills, to facilitate multi-skilling and to enhance the future career development of the employee.

The Council will ensure that all employees have a fair and equitable chance to attend training programs. In consultation with employees, personalised training plans will be developed.

Where it is an operational requirement, as determined by the Council, for an employee to complete a Certificate 3 qualification the employee upon successful completion of that Certificate 3 shall be classified no lower than Level 5.

Clause 2.8 Study Assistance

Employees may access Study Assistance where the course of study has been approved by Management in accordance with the Council's Study Assistance Policy attached as Annexure 2.

PART 3 - WAGES AND RELATED MATTERS

Clause 3.1 Pay Increases

It is the intention of the parties to organise the pay increases in this Agreement so as to allow for the current pay rates across all levels to increase as specified below.

The pay increases will be phased in as follows:

- a. 01 April 2009 all employees will receive a 3.0% pay increase based on current rates of pay;
- b. 01 April 2010 all employees will receive an additional 3.0%.

Clause 3.2 Allowances

In addition to the rates of pay prescribed by this Schedule 1 to this Agreement, the following allowances will be payable at the rates prescribed by Schedule 2 and 3 to this Agreement:

First Aid Attendant
Removal of Dead Animals
Toxic Substances
Tool Allowance
Motor Vehicle Allowance
Meal Allowance

Clause 3.3 Classification Structure

Employees will be classified in accordance with the Award classification structure.

Clause 3.4 Reclassification

Any request for a reclassification shall be examined and determined by the Council within two months of receipt of such application.

The Council, on a no prejudice basis, agrees to give positive consideration to any proposals put forward by the Union to vary the Agreement classification structure, throughout the period of this Agreement.

Clause 3.5 Wage Rates

3.5.1 Adult Wage Rates

The minimum wage rates to be paid to adult employees are prescribed under Schedule (1) to this Agreement.

Actual Rates of Pay (are the aggregation of the amounts contained under Schedules 1, 2 and 3)

3.5.2 Junior Wage Rates

MAINTENANCE AND CONSTRUCTION STREAM

Junior employees under the age of 18 years are paid 60 per cent of the appropriate adult wage rate.

At 18 years of age and over, and where performing the duties usually performed by adult employees, the full adult rate is paid.

PARKS AND GARDENING STREAM

Junior employees within this stream are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 2 Percentage of Municipal Employee (Grade 2): pursuant to Schedule 3.

- a. At 17 years or under – 60%; or
- b. At 18 years – 75%; or
- c. At 19 years – 85%; or
- d. At 20 years – 95%.

SWIMMING POOL CENTRES

Junior employees engaged to work in Swimming Pool Centres are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 4 pursuant to Schedule 3.

Percentage of Municipal Employee (Grade 4):

- a. At 17 years or under – 60%; or
- b. At 18 years – 70%; or
- c. At 19 years – 80% or
- d. At 20 years – 90%.

APPRENTICE WAGES

The minimum weekly wage rate for apprentices are the undermentioned percentages of the rate applicable for a Municipal Employee Grade 5 pursuant to Schedule 3.

Percentage of Municipal Employee (Grade 5):

- a. 1st year – 42%; or
- b. 2nd year – 55%; or
- c. 3rd year – 75%; or
- d. 4th year – 88%.

Clause 3.6 Payment of Wages

“Allowable deductions” in this clause shall mean payroll deductions made in compliance with the Act.

Wages are paid weekly or fortnightly and payment made in the Council's time. Employers will furnish to each employee on the pay envelope or in a written statement, or show in the time book at the time when wages are paid particulars as follows:

- a. gross earnings or wages, including overtime and other earnings;
- b. the amount paid as overtime;
- c. the amount deducted for tax;
- d. particulars of other allowable deductions;

- e. the net amount paid;
- f. allowances shall be shown separately; and
- g. annual leave and sick leave entitlements will be shown on pay slips or employees will be provided with an annual summary of leave taken and leave due.

Clause 3.7 Service Recognition Payment

Employees in the Council are entitled to the Service Recognition Payment. This payment is to recognise the ongoing service of employees to the Council and is not considered part of the normal pay percentage increases provided for by this Agreement.

3.8.1 Retirement Payment program

An additional payment will become payable to employees who leave the employment of Council after serving a minimum of 10 years satisfactory service with the Council.

At 10 years of satisfactory service, employees will be entitled to payment of 3 weeks wages to be paid upon termination of employment. After 10 years the entitlement will increase by 0.5 weeks for each year of satisfactory service to be calculated annually.

Service up to the time of this Agreement will be accepted as satisfactory for the purposes of this Clause. Where no appraisal occurs, in accordance with clause 2.6, an employee's service for the purposes of this clause will be accepted as satisfactory.

Employees shall accrue the benefits provided for under clause 3.9 on an annual basis. Where an employee fails to achieve a satisfactory rating of service under their annual appraisal, no benefit will be accrued for that particular year.

Employees with less than 10 years service who are made redundant shall be deemed for the purposes of this clause to have 10 years of satisfactory service.

Clause 3.8 Income Protection Insurance

The Council will continue to provide 24 hour Income Protection Insurance coverage. Employees accessing this entitlement shall receive payments as compensation but for the purposes of accruing leave entitlements, the period of the claim shall not break service, but will not count towards the employees service with Council.

Clause 3.9 Superannuation

The parties agree that the Council 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;

For contributory members:

- a. 3% of the employee's salary*; and
- b. any additional contributions which the Council is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- c. any additional superannuation contributions which the Council agrees to pay in respect of an employee.

For non-contributory members:

- a. contributions which the Council 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
- b. any additional superannuation contributions which the Council agrees to pay in respect of an employee.

*The use of the word 'salary' needs to be carefully referenced to the way it is used in the Local Super scheme rules.

3.10.1 Salary Sacrifice

Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her salary to make additional contributions to the Local Government Superannuation Scheme.

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

The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.

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.

The application shall be in writing on the form provided by the payroll officer and shall detail the percentage of salary to be salary sacrificed together with a statement that the cash component is adequate for his/her on-going living expenses.

The remaining cash component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.

Employees may review and alter the percentage of salary to be salary sacrificed at any time. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.

The individual agreement to salary sacrifice may be rescinded by the employee provided one month prior notice in writing is given to the Council officer responsible for payroll.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to

those contributions.

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

Clause 3.10 Planned Retirement Contracts

An employee may apply for a Planned Retirement Contract (PRC). The Council may, at its discretion, enter into a PRC.

A PRC shall be a contract for a fixed term of up to 2 years, and shall be without regard to the classification of the employee contracting for Planned Retirement.

On voluntarily contracting with the Council for Planned Retirement an employee relinquishes any other rights to tenure of employment. All other employment terms and conditions of the employee who voluntarily enters a PRC will be those applying immediately before the commencement of the contract unless specifically altered by the contract.

A voluntary PRC will allow for the planned, staged reduction in work time while maintaining income through the draw down of Annual Leave and Long Service Leave. This will allow for the gradual introduction of a shorter working week and or working day as well as allowing more frequent use of 1 week blocks of leave.

The PRC will at commencement, and then for each 3 month period, set the working weeks, which days of the week will be worked and the duration of the working day together with the form of leave to be used. Any reduction in duties from the normal Position Description are to be specified in writing. Any specific work outputs or outcomes required are to be specified in writing.

PART 4 - HOURS OF WORK

Clause 4.1 Hours

4.1.1 Ordinary Hours

Except as otherwise provided in this agreement the ordinary hours of work for employees are 9 days per fortnight (Monday to Friday) as an average of 38 hours per week, to be worked between the hours of 6.00 am to 7.00 pm with a 30 minute unpaid lunch break.

4.1.2 Clean-up Time

It is generally expected that for the purposes of personal cleaning-up prior to finishing work for the day, employees shall not return to the Depot more than 15 minutes before the scheduled knock-of time.

4.1.3 General Principles

The parties recognise the principle that the business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. Any change to operating hours will be subject to consultation with affected

employees.

The parties recognise that the personal lives, obligations and commitments of the workplace and employees extend beyond the workplace and vary between employees. Workloads also vary, sometimes in unpredictable ways, and as a consequence, the following flexible approach will occur:

- a. employees will work reasonable overtime and flexible hours as directed;
- b. the Council will give the maximum possible notice of the need to work outside ordinary hours; and
- c. the use of different working hours arrangements in accordance with clause 4.1.7 of this Agreement.

4.1.4 Rostered Days Off

In general, RDO's are to be taken on a Monday or a Friday. However, having regard to operational requirements and any arrangements already made by employees, management may require that employees bank or accrue their Rostered Day(s) Off (RDO) in addition to those conditions as provided for in Clause 4.1.5

Where the RDO is to be changed, a minimum of 48 hours notice must be given to the other party, other than in an emergency or essential service situation.

Where management has required the employee to change, bank or accrue an RDO and the employee is unable to work, then management may require some proof regarding any prior arrangements made by an employee.

Where RDO's are banked, they will subsequently be taken at a mutually agreed time which should be recorded in writing, within 12 months of the deferred date. An employee shall not be required (or permitted) to accrue more than 5 RDO's.

4.1.5 Inclement Weather

To accommodate inclement weather, each employee is required to accumulate and maintain a TOIL credit to the equivalent of 16.88 hrs maximum in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.

To minimise the adverse impact of anticipated inclement weather, the Manager or delegate may require specified groups of employees to alter their normal working hours by commencing early on days where inclement weather is likely to affect employee Occupational Health, Safety and Welfare and/or operational outcomes.

Where practicable the Manager or delegate will attempt to provide during inclement weather alternative work for employees which may include training. When in the opinion of the Manager or delegate the inclement weather is such as to make a practical return to work unlikely, the employees in a workgroup may:

- a. by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon;
- b. be directed to finish work provided that where any such decision to finish occurs after 12.00noon;

- c. Employees who work in an air conditioned environment or employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.
- d. If clause 4.1.5 is implemented, staff sent home due to the weather conditions will fund 50% of time lost from their accumulated plus -time and 50% will be funded by Council.

4.1.6 Meal Allowances

The payment of a Meal Allowance to employees in accordance with clause 3.2 and Schedule 3 of this Agreement will not apply to overtime planned on at least 24 hours notice.

4.1.7 Flexible Hours

In specific circumstances, the Council may require employees to work flexible hours including the following:

- a. Seasonal work cycles;
- b. Peak work periods;
- c. Completion of work on a given day having regard to the nature of the work operations being undertake;
- d. Training requirements; and
- e. Any other circumstances mutually agreed between management and employee(s).

Subject to the provisions of Clause 4.1.7 the flexible working hours shall operate within the span of hours 6 am to 7 pm (Monday to Friday inclusive) and not exceeding 10 hours per day and 100 ordinary hours of work in a 2 week period.

Time worked outside the span or in excess of the daily or fortnightly hours will attract overtime payments in accordance with clause 4.2 of this Agreement. Where hours are worked outside of the ordinary span by mutual agreement but paid as overtime payments, those hours will still be recorded as part of the employees ordinary 76 hours per fortnight.

Nothing contained herein shall prevent employees and Management from reaching mutual agreement over more flexible working hours to suit an employees personal needs or a particular job or project within Council. Any such mutually agreed arrangements shall be recorded in writing and a copy retained by the Council, employee/s

4.1.8 Lunch & Tea Breaks

It is generally expected that employees shall not return to the Depot (or normal work base) for morning tea and/or lunch breaks, unless otherwise directed.

4.1.9 Time Off In Lieu

Employees working additional hours may bank those hours as TOIL with time accumulated to be taken at a mutually agreed time. A minimum balance of 16.88 hours is to be maintained at all times for the purposes of clause 4.1.5. A TOIL

balance must not exceed 42.20 hours (5 days). Prior to the end of the financial year, every effort must be made to reduce toil balances to a minimum of 16.88 hours. If TOIL time can not be reduced to 16.88 hours prior to the end of the financial year the remaining balance of hours accumulated will be paid out at the ordinary rate of pay.

PART 5 - LEAVE

Clause 5.1 Compassionate Leave (Not applicable to casuals)

5.1.1 Entitlement to Leave

An employee (other than a casual employee) is entitled, on reasonable notice, to paid leave per occasion where a member of the employee's immediate family dies or contracts or develops a personal injury or illness that poses a serious threat to their life. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days work. Proof of death must be furnished by the employee to the satisfaction of the Council if requested. The following are members of an employee's immediate family:

- Spouse or domestic partner, child, parent, grandparent, grandchild or sibling or the employee; or a child, parent, grandparent, grandchild or sibling of a spouse/domestic partner of the employee.

5.1.2 Effect of Other Leave

This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

Clause 5.2 Carer's Leave

5.2.1 Definitions

"Carer's Leave" means leave provided in accordance with this Clause.

"Immediate family" includes:

- (a) spouse or domestic partner;
- (b) a child;
- (c) a parent;
- (d) any other member of the person's household;
- (e) any other person who is dependent on the person's care.

"Sick Leave" means leave provided for in accordance with the Local Government Employees Award.

5.2.2 Paid Carer's Leave

An employee (other than a casual employee) with responsibilities in relation to either members of the employee's immediate family or household who need the employee's care and support is entitled to paid carer's leave which shall be deducted from sick leave accruals to provide care and support for such persons when they are ill.

The entitlement to use carer's leave is subject to the employee being responsible for the care of the person concerned.

The employee must, if required by the Council, establish by production of a medical

certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

In normal circumstances an employee must not take carer's leave where another person has taken leave to care for the same person.

The employee must, where practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Council by telephone of such absence at the first opportunity on the day of the absence.

The amount of carer's leave taken is to be deducted from the amount of the employee's sick leave credit.

5.2.3 Unpaid Carer's Leave

An employee (including a casual employee) may elect, with the consent of the Council, to take unpaid leave for a maximum of two days per occasion for the purpose of providing care to an immediate family or household member who is ill. In the case of full or part time employees, accruals of paid sick leave must have been exhausted prior to a period of unpaid carer's leave.

Clause 5.3 Personal Emergency Leave

5.3.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.

5.3.2 Any accrued TOIL will first be used by a Staff member to meet personal or family commitments outside of their Carer's Leave entitlement that cannot be adequately dealt with outside of normal work hours.

5.3.3 Personal Leave with pay will not be allowed for circumstances that could normally and reasonably be covered by Annual Leave, Rostered Days Off, time outside of normal hours or where arrangements can be reasonably made by the Staff member to prevent taking the leave.

5.3.4 In addition to the provision of flexible working hours as outlined in this Agreement, Council will allow the use of available Sick Leave for Personal Emergency Leave up to a maximum of five (5) days (38 hours) each year.

5.3.5 Personal Emergency Leave is ordinarily utilised where the absence is of an unplanned nature, short term (a day or less) and requires the employee's urgent attention. This may include but is not limited to family, home or personal property emergencies or a bereavement not covered by Clause 5.1. Such leave shall be taken in amounts of no less than one hour.

5.3.6 A Staff member seeking Personal Emergency Leave with pay is required to disclose the circumstances for leave and demonstrate why other forms of leave are not available or suitable. The Employer will treat the grounds of application in the strictest confidence.

Clause 5.4 Long Service Leave

Where a Staff member's contracted weekly hours are increased or decreased then Long Service Leave accrued from their commencement date shall be

calculated and preserved, provided however that, in the case of a casual Staff member, the provisions of the Long Service Leave Act 1987 (SA) shall apply.

Clause 5.5 Special Leave Without Pay (SLWOP)

- 5.5.1 It is recognised that staff may require access to additional unpaid leave over and above paid leave entitlements. Employees may apply for special leave without pay (SLWOP) but the granting of it is at the sole discretion of the Chief Executive Officer.
- 5.5.2 Staff may only apply for SLWOP where all annual and long service leave, and time off in lieu (TOIL) have been exhausted. The employee may accept other employment while on special leave where the other employment offers the employee an opportunity to develop their professional skills, knowledge or exercise supervisory or managerial responsibility.
- 5.5.3 All applications must be in writing, stating the reasons that leave is being sought. Applications will be considered on a case-by-case basis. The maximum period of SLWOP in all circumstances is 12 months. The leave may be taken at the end of any other category of paid or unpaid leave, including parental/maternity leave.
- 5.5.4 Employees will have the right to return to the same position and classification provided that the position still exists. If the position no longer exists, the employee may only be offered a position requiring similar skills and qualifications at the same classification.
- 5.5.5 All approved SLWOP will not break continuity of service, however where more than 10 days are taken, there will be:
- No accrual of leave entitlements;
 - No employer superannuation contributions.

Clause 5.6 Annual Leave Loading

- 5.6.1 Annual leave shall be taken in accordance with the Award, however, Annual Leave Loading accruals shall be paid in the first pay period in December of each year rather than be paid with actual annual leave taken.

Clause 5.7 Sick Leave

- 5.7.1 Sick Leave entitlements shall be in accordance with the Award, however, the employer shall not require employees to furnish a medical certificate to a maximum of four occasions in a year where leave is taken as a single day and does not fall on a day attached to a long weekend, RDO or TOIL day. Where the employer has genuine concerns about abuse of sick leave provisions, the employer may override this provision but must do so in writing and in advance of any leave taken.

PART 6 - SCHEDULES & ANNEXURES

Schedule 1 Wage Rates

Schedule 2 Work Related Allowances

Schedule 3 Expense Related Allowances

Schedule 4 Signatories

Annexure 1 – Performance Improvement & Management Process

Annexure 2 – Study Assistance Policy

SCHEDULE 1 – Wage Rates

Award	Grade	Year	Hourly Rate of Pay	Current Rate of Pay (CRP)	CRP + \$10 (in lieu of performance payment and callout payment)	3% 2009	3% 2010
Municipal Employee	1	1	20.00368421	760.14	770.14	793.24	817.04
Municipal Employee		2	20.23815789	769.05	779.05	802.42	826.49
Municipal Employee		3	20.46894737	777.82	787.82	811.45	835.80
Municipal Employee	2	1	20.58105263	782.08	792.08	815.84	840.32
Municipal Employee		2	20.81578947	791.00	801.00	825.03	849.78
Municipal Employee		3	21.04657895	799.77	809.77	834.06	859.08
Municipal Employee	3	1	21.17210526	804.54	814.54	838.98	864.15
Municipal Employee		2	21.40657895	813.45	823.45	848.15	873.60
Municipal Employee		3	21.63763158	822.23	832.23	857.20	882.91
Municipal Employee	4	1	21.88552632	831.65	841.65	866.90	892.91
Municipal Employee		2	22.11973684	840.55	850.55	876.07	902.35
Municipal Employee		3	22.35105263	849.34	859.34	885.12	911.67
Municipal Employee	5	1	22.44263158	852.82	862.82	888.70	915.37
Municipal Employee		2	22.67710526	861.73	871.73	897.88	924.82
Municipal Employee		3	22.90789474	870.50	880.50	906.92	934.12
Municipal Employee	6	1	22.86052632	868.70	878.70	905.06	932.21
Municipal Employee		2	23.09473684	877.60	887.60	914.23	941.65
Municipal Employee		3	23.32578947	886.38	896.38	923.27	950.97
Municipal Employee	7	1	23.27815789	884.57	894.57	921.41	949.05
Municipal Employee		2	23.51263158	893.48	903.48	930.58	958.50
Municipal Employee		3	23.74342105	902.25	912.25	939.62	967.81
Municipal Employee	8	1	23.66184211	899.15	909.15	936.42	964.52
Municipal Employee		2	23.89657895	908.07	918.07	945.61	973.98
Municipal Employee		3	24.12736842	916.84	926.84	954.65	983.28

SCHEDULE 2 – Work Related Allowances

First Aid Attendant

In respect of Clause 3.2 the payment for a nominated first aid attendant shall be \$25.00 per fortnight.

Removal of Dead Animals

In respect of Clause 3.2 the additional payment for removal of dead animals shall be \$5 per dead animal Monday – Friday;
\$25 per dead animal weekend rates

Toxic Substances

In respect of Clause 3.2 the following toxic substances allowances shall apply :

- (a) \$6.00 per day

Tool Allowance

Handyman mechanic tool allowance of \$16.20 per pay.

SCHEDULE 3 – Expense Related Allowances

1. Motor Vehicle Allowance

In respect of Clause 3.2 the motor vehicle reimbursement rates are as follows:

Type of Vehicle	Rate of Allowance
Having an engine of four cylinders or less	43.6 cents per km
Having an engine of more than four cylinders or a rotary engine.	56.0 cents per km
Motor Cycle	22.4 cents per km

2. Meal Allowance

In respect of Clause 3.2 the meal allowance shall be \$10.00.

SCHEDULE 4 – Signatories to the Enterprise Agreement No. 7 - 2009

Signed for and on behalf of the Town of Gawler by the Chief Executive Officer: -

_____ Date ____/____/____

Stephen Kerrigan
Chief Executive Officer, Town of Gawler

Signed on behalf of the Australian Workers Union SA Branch by the Secretary

_____ Date ____/____/____

Wayne Hanson
Branch Secretary, AWUSA

ANNEXURE 1 - Performance Improvement & Management Process

Introduction

The Town of Gawler ("Council") is committed to supporting its Staff to provide the best possible service and commitment to the community it serves. It achieves this through ongoing development and training of all staff and the setting of clear job objectives, responsibilities and duties as listed in staff Position Descriptions.

It is acknowledged that on occasion's staff performance does not meet the required standards of the role and therefore may require management to address these shortfalls and improve the performance of the employee. To achieve this Council is committed to providing development and training through a performance improvement program to ensure staff have the best possible opportunity to achieve the required level of performance.

Should this performance improvement process fail through the staff member being unable to meet the required performance objectives agreed upon then informal and formal performance management may occur.

Principles.

This Annexure outlines the process of managing performance improvement. All processes must also be conducted in accordance with legislative requirements.

Overview

Work Performance

Prior to addressing an issue of improving poor work performance with an employee, the Director/Manager or Supervisor needs to consider the factors that influence work performance. These could be attributable to the employee or circumstances in the workplace. The Director/Manager/Supervisor should therefore check and ensure that the following are in place:

The job requirements, in terms of performance and behaviour have been explained and understood by the employee

Training and supervision of the employee are adequate for the work expected

Facilities and equipment are adequate and suitable for the work to be performed

Interpersonal conflicts within the work situation, should they exist, have been addressed and satisfactorily resolved.

Regular Feedback

While it is important to recognise and discuss significant achievements in regard to an employee's work, a Director/Manager/Supervisor should ensure that an employee receives regular feedback on all aspects of their performance. This should be done as soon as possible after any particular event.

Where admonishment is given for unacceptable performance or behaviour it is important that the employee clearly understands that their work is not satisfactory and immediately advised of the standard required. This should be done in a confidential discussion with the staff member.

Coaching

Director/Managers Supervisors should coach Staff to assist with the development of skills and encourage undertaking new and challenging work experiences. Skill development leads to confident and effective work performance, which can be achieved through various strategies, such as:

Providing informal feedback on a regular basis

Encouraging attendance at events or activities to increase exposure

Encouraging an employee to network with others in like industries or duties

Assigning special projects

Providing opportunities for Staff to work together on particular projects enabling them to gain insights into how others apply concepts and develop strategies etc

Encouraging participation in meetings and presentations

Developing career goals and strategies to maintain high levels of motivation

Documentation Required

In a single minor case it is unnecessary to document the particular incident, although it is advisable to follow up with the employee and reinforce the appropriate behaviour, or standard, of work performance required.

Where poor performance starts to become more frequent or more serious it is essential to make a diary note or record a file memo detailing any discussion and any outcomes to be achieved and followed up.

Any written file notes should be viewed by the staff member and initialed on the document as having done so.

Note: New Staff on probation. New Staff on probation do not fall within this Policy. They are subject to review during their three month probation and if deemed unsatisfactory for the role after three months, their employment may be terminated without need for a further performance management period. However documented evidence of the below required performance must be kept.

Process - Counselling

Informal.

Counseling of staff by their Director/Manager/Supervisor should only occur when it is identified that staff may need additional assistance or support in lifting the standard of their work performance or conduct.

Personal matters can impact adversely on the way Staff relate to and undertake their work, resulting in a sudden increase in absences, inability to keep up with the workload and/or poor quality work.

In such instances counseling should simply point out to that their work performance is below the required standard and how it needs to improve. Director/Managers /Supervisors should offer support and advice to enable a return to a satisfactory level of work performance.

This does not mean changing or reducing the expected standards. It could mean encouraging self-referral to those who may be able to help professionally eg family doctors, community groups, counselors, etc. It could also mean providing a temporary change in working hours or approval for a short period of leave.

Counseling Staff on personal or private matters should be avoided by Managers and Supervisors and left to those qualified to do so.

Where work performance is clearly affected by personal matters, the Staff member and Manager/Supervisor need to agree on a plan of action and timeframe that will satisfactorily address the situation.

If work performance is not at a satisfactory level within the agreed timeframe, then it may be necessary to undertake a more formal disciplinary counselling approach.

Formal

The principle aim of formal counselling an employee on their work performance or behaviour, is to encourage an improvement in their standard of work that ensures their continued employment with Council. Disciplinary proceedings should not be used as a threat of dismissal, other than where the progression of required steps naturally leads to this as a likely outcome.

This following provides guidance to Director/Managers/ Supervisors when they need to take a more formal approach to counselling because Staff work performance or behaviour is significantly less than the required standard. Supervisors should consult relevant Managers prior to proceeding with formal counselling.

Where informal counseling has not resulted in improved performance and a Director/Manager /Supervisor proposes to commence formal counseling, it is appropriate for Supervisors to discuss the matter with their Manager in the first instance. This should help to clarify the issues and expected outcomes and brief the Director/Manager on activities to date. It is important that everyone understands the level of delegation and supports steps taken or to be taken.

Counseling Sessions

Prior to commencing formal counseling the Director/Manager/Supervisor should:

Notify the staff member of the proposed counseling session and the reason for it;

Advise the staff member that a record will be made of the session; and

Advise the employee that they have the right to representation.

It is advisable for Managers/Supervisors to have their own witness present.

First Formal Warning

At the counselling session the following should be covered:

Identification of the areas where performance or behaviour is below the required standard (this may require reference to particular incidents, times, dates, etc. including instances of informal counseling).

Discussion on how the staff member can improve the work performance to the

required standard and the types of assistance and support available.

Discussion regarding the expected standards of performance or behaviour.

Agreement on a plan of action to rectify and review the work performance, including specific performance requirements and time-frames for achieving them.

Discussion regarding the seriousness of the situation so that the staff member understands that the counseling session will be;

Concluded with a first warning, and

That failure to achieve a satisfactory level of performance within the agreed timeframe **will** place the staff member future employment in jeopardy.

Formal documentation should cover the matters discussed and agreed, and a copy placed on the personal file.

Counseling Sessions - Documentation Required

A full written record of the matters discussed should be made, including the staff member responses.

An agreed action plan of what the staff member and Director/Manager/Supervisor will undertake to do during the agreed time-frame and when the work performance will be formally reviewed. This is to be signed by both the Manager/Supervisor and staff member.

A covering memo noting those present, a summary of the purpose of the counseling session and when the performance will be reviewed.

Copies of the documentation are to be provided to the employee and a copy placed on their personal file.

Where a Manager is not involved in the counselling session the Supervisor should advise the Manager of the results of the discussion and agreed outcomes to ensure the process is fully supported.

First Progress Review

At the end of the agreed time-frame, the staff member work performance should be reviewed.

Again, Managers/Supervisors should have their own witness present.

Prior to meeting with the employee, the Supervisor should discuss with their Manager the staff member performance during the period of review and whether the staff member work performance has reached the required standard.

The extent of improvement will determine the next step.

Improvement has reached required standard

Where the work performance has improved to the required standard and appears likely to maintain that standard, this should be conveyed to the employee at the meeting. This should also be confirmed in writing to the employee, acknowledging the extent of improvement and encouraging the maintenance of the expected standard of performance. A copy of this memo must be placed on

the employee's confidential file.

Second Formal Warning

Documentation similar to that discussed above should be generated, emphasising that despite previous intervention, the work performance is still unsatisfactory.

A letter to the staff member summarising the work performance expectations required, the date of the next review, and that failure to achieve a satisfactory level of work performance by that date **will** jeopardise the staff member future employment, should be provided to the staff member.

The escalation here from "may" jeopardise future employment with a first formal warning to "will" jeopardise future employment signifies that a second formal warning has occurred

Second Progress Review

At the end of the agreed time-frame, the staff member work performance will be reviewed.

Again, Managers/Supervisors should have their own witness present.

Prior to meeting with the employee, the Supervisor should discuss with their Manager, the employee's performance during the period of review and whether the employee's work performance has reached the required standard and agree the next step. The extent of improvement will determine the next step.

Satisfactory Performance

If at the second review it is evident that the staff member has improved their work performance to the required standard and appears likely to maintain that standard, this should be conveyed to the employee at the review meeting.

The employee should be informed in writing that if the standard of work performance continues, no further review is required.

Documentation Required - Satisfactory Performance

The meeting discussion should be confirmed in writing to the staff member, acknowledging the extent of the improvement observed, and encouraging the maintenance of the expected standard of performance.

A copy of this letter should be placed on the staff member confidential file, and remain on file for a specified period. If no further informal or formal counseling occurs in direct relation to the matter, the disciplinary documentation should then be removed from the file.

Unsatisfactory Performance

Prior to the second review meeting it will need to be clearly identified that problems still exist and the employee's performance has not improved to the required standard.

It is likely that consideration will be given to termination of employment. This is a significant step and therefore it is important that correct Policy and industrial standards of fairness are applied. Accordingly, the steps that are to be followed are outlined in detail below:

Ensure that a complete investigation has occurred and that all aspects of performance have been taken into account. At the review meeting management should have their own witness present and adhere to the following basic steps:

The staff member should be advised at the commencement of the interview that termination is being considered due to unsatisfactory performance.

Specific details should be provided of unsatisfactory performance (against the expected performance standards previously discussed with the staff member). This discussion should ensure that the details cover incidents, timeframes and other matters that enable the employee to adequately respond.

Prior to a decision being made regarding termination, the employee should be given the opportunity to respond to any allegations and to make any comment regarding circumstances that should be taken into account

Due to the industrial implications of terminating employment, it is important to take whatever reasonable time is necessary to consider all the matters raised at the interview.

If the staff member explanations are unacceptable, they should be advised that the matter is considered serious, and that either their employment is terminated or that a decision regarding their employment will be made after consideration (which should occur in an expedient manner).

Staff have the right to have representation (eg by a workplace representative). The representative may wish to raise particular matters or have alternative options or strategies investigated. These matters will require discussion between the parties, however the decision to terminate employment remains the right of Council.

It should be remembered that in the case of Fixed Term Contracts, there may be specific requirements or conditions which may effect the procedure discussed above.

The CEO or delegated officer, in consideration of the information and recommendation will determine whether the dismissal is to proceed.

Documentation Required - Termination of Employment

Documentation similar to previous reviews should be made emphasising that despite intervention, poor work performance has continued.

A letter addressed and given to the employee should outline the following:

That the staff member has had the opportunity to be represented.

That the staff member has had the opportunity to respond to the allegations.

That all matters raised at the final discussion have been considered, including the staff member response.

That the staff member employment has been terminated, outlining the reason(s) for termination.

The termination details (termination date, pay details, separation requirements such as the handing over of equipment, phones etc).

Employee Associations/Representation

Staff undergoing a counselling or disciplinary process should always be informed, that should they wish to have someone present, it is their right to have an employee representative attend any counselling session

Legal Rights

If a staff member is dismissed they can make an application under the relevant State or Federal legislation for reinstatement on the grounds that the dismissal was harsh, unjust or unreasonable.

The procedures outlined in this section are designed to avoid such action, however this does not prevent an employee making such an application if they are dismissed.

The decision resulting from such a hearing will take into account the evidence and process undertaken. This may result in the Commission dismissing the matter with costs being awarded to the employer or making an award for reinstatement of the employee, award compensation or other determination as deemed appropriate and ordered by the Industrial Commission.

Process - Summary Dismissal

A Council has the right to summarily dismiss a staff member (instant dismissal without notice) for serious neglect of duty or misconduct.

Whether a situation warrants summary dismissal needs to be considered very carefully. Each case is different and before any action is taken it is important to fully investigate, and insure management fully supports the proposed action.

The following is a brief guide to offences that may warrant summary dismissal.

Theft: Stealing money or property from an employer or a fellow employee warrants summary dismissal. The matter should also be reported to the police.

Dishonesty: The interference with or falsifying of time sheets, clock cards and other employment records.

Serious misbehaviour and unsafe acts: These include a range of skylarking or unsafe acts, where an employee has endangered the safety of others. The severity of the misdemeanour will determine the action to be taken. Where an employee's behaviour could endanger himself or herself, fellow Staff, or the public, or damage Council or private property.

A serious omission on the part of an employee that has the same effect as an inappropriate act may also warrant summary dismissal. Similarly an act or omission that embarrasses or brings Council into disrepute may be grounds for summary dismissal, dependant upon the seriousness of the act or omission.

Failure to take direction or instruction: Where an employee is instructed to undertake work which is outside of the contract of employment or where they have reasonable concern about endangering themselves or others, the employee has a right to reject such instruction.

However, Staff have a duty and responsibility to obey all fair and reasonable instructions. While an isolated act of disobedience may not be sufficient to justify summary dismissal, persistent acts of disobedience will. This is particularly so

where prior warning has been given and the acts of disobedience are shown to be deliberate.

Fighting/Insubordination/Abuse: While this may warrant instant dismissal it is important to establish the facts. Fighting, insubordination and abuse are generally emotionally based. Managers and Supervisors have an obligation to investigate its source and unless it can be shown that there was a deliberate and malicious intent, it may be more appropriate to counsel Staff and issue a warning against further similar incidents.

Persistent Absenteeism and Lateness: Where an absence or lateness is not satisfactorily explained it is appropriate to issue a warning. Where the employee has had prior warning and has clearly shown an inability or unwillingness to curb unexplained persistent absences or lateness, their employment may be terminated. However where it can be proven that an explanation for absence or lateness is untruthful an employee may be summarily dismissed.

Process - Delegation

It is useful to outline the various levels of delegations attributed to CEO/Director/Managers and Supervisors at the end of each procedure.

<i>Procedure</i>	<i>Delegation</i>	<i>Condition</i>
Coaching of Staff to assist skills development & encourage new work experiences.	Supervisor	Coaching is not intended to replace more formal counseling Policy for poor or unsatisfactory performance.
Informal counseling of staff	Manager & Supervisor	Should only occur when it is identified that the employee may need additional assistance or support in lifting their standard of work performance. When personal matters are the problem, it should be pointed out that the work level is below that required, whilst at the same time to offer some advice and support to help them. Counseling on personal or private matters should not be undertaken – leave to those who are qualified to do so.

		<p>Where performance is clearly affected due to personal matters, a plan of action is to be worked out between employee and Manager/Supervisor. Should address a timeframe and actions to satisfactorily address situation.</p> <p>If not resolved satisfactorily within the timeframe, then it may be necessary to proceed to a more formal approach.</p>
Formal disciplinary counseling	Managers & Supervisors	Discuss the matter with the relevant Director before undertaking formal proceedings. The Director has the discretion to utilize external assessment to assist in the identification of issues. Results of such assessment must be discussed with the employee & documented.
Placement of memo stating that the staff has reached the required level of performance on the employee's personal file	Director	The memo & further documentation should remain on file for 2 years. If no further informal or formal counseling occurs, then all documentation is to be removed & destroyed.
Inform staff that termination of their services is being considered.	Director	<p>Ensure that a complete and fair investigation has taken place.</p> <p>Staff member & Supervisor should have their own witnesses present.</p> <p>Specific details to be provided of unsatisfactory performance (against expected performance standards previously discussed with employee).</p>

		Staff given the opportunity to respond to any allegations and to make any comment regarding circumstances that should be taken into account before a decision is made as to their employment status.
Provide documentation emphasizing that despite intervention, poor work performance has continued. Letter to staff member.	Director under delegation from CEO	Documentation should make reference to previous documentation. Letter to staff member will outline: The staff member has had the opportunity to be represented; Confirm that the staff member has had the opportunity to respond to the allegations; State that all matters raised at the final discussion have been considered; Advise that the staff member employment has been terminated outlining the reason(s); Advise the date of termination. Consideration given to any relevant Legislation, Award and Enterprise Bargaining Agreement.
Ability to summarily dismiss an employee.	CEO in consultation with relevant Director	Careful consideration of the situation must be carried out before issuing a summary dismissal.

ANNEXURE 2 – Study Assistance Policy

1. Introduction

The Town of Gawler (“Council”) strongly supports the development in skills and knowledge of its staff through training and study. To support this self-development the Council provides the following Policy for leave and reimbursement of certain costs incurred.

2. Principles

2.1. Staff undertaking voluntary courses of study may be permitted time off with pay of up to four hours per week (including travelling time) to attend lectures and/or examinations in normal working hours subject to the following provisos:

2.1.1. That such courses are appropriate to the Council and can be funded by the then current budget.

2.1.2. That such courses and the method of undertaking such courses are approved and authorised by the CEO.

2.1.3. Recommendation from the appropriate Director has been received.

2.2. Staff undertaking courses of study by correspondence, subject to the provisions as above, shall be permitted time off with pay of two hours per week for the purpose of completing exercises/assignments and examinations.

2.3. Where an employee is authorised by the Council to take study leave, in the Council shall on the satisfactory completion of each semester, upon presentation of receipts and other supporting documentation, reimburse the employee for 50% of fees paid in respect of such course.

2.4. The reimbursement shall cover: -

2.4.1. enrolment fees;

2.4.2. cost of text books, providing such text books shall remain the property of the employer; and

2.4.3. travelling costs in excess of the distance normally travelled between the staff members home & the Council office.

3. Review

This Policy will be reviewed at least annually and may be retained, amended or revoked.

4. Further Information

For further information about this Policy refer to DCCS or the Leadership Team.

This Policy will be reviewed at least annually and may be retained, amended or revoked

5. Relevant Forms

The following Forms & templates can be found on the intranet:

Form 1 Application for Study Leave

Form 2 Study Leave Approval.

Form 3 Application for Reimbursement of Study Fees

