

City of Joondalup Enterprise Agreement 2002

PRELIMINARIES

1 Title

This Agreement shall be known as the City of Joondalup Enterprise Agreement 2002.

2 Arrangement

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3 Parties to the Agreement

- 3.1 The parties bound by this Agreement shall be the City of Joondalup ("Council") and its successors, the Australian Municipal, Administrative, Clerical and Services Union (ASU), Association of Professional Engineers, Scientists and Managers, Australia (APESMA) and all persons employed who are members of or eligible to be members of the (ASU) or (APESMA) and are covered by the terms and conditions of the Local Government Officers (Western Australia) Award 1999 (Federal).
- 3.2 The salary increases under this Agreement will not apply to Senior Officers on either negotiated or contracted salaries. However, all other terms and conditions of the Agreement apply to Senior Officers.

4 Date and Period of Operation

- 4.1 The Agreement shall remain in force for a period of three years from its date of certification by the Australian Industrial Relations Commission or until such time as it is replaced by another Agreement.
- 4.2 The parties agree that negotiations to review this Agreement shall commence no later than 6 months prior to the expiration of this Agreement.

5 Relationship to Awards and Agreements

- 5.1 This Agreement shall be read and interpreted wholly in conjunction with the Local Government Officers (Western Australia) Award 1999 (Federal). Provided that where there is any inconsistency, the terms of this Agreement shall prevail to the extent of any such inconsistency.
- 5.2 This certified agreement replaces in total the Rangers Certified Agreement 1998.

6 Union and City Relationship

The City will undertake to:

- 6.1 Include in the induction package ASU or APESMA information with materials provided on an updated basis by the relevant union.
- 6.2 Make payroll deductions and remittance of union subscriptions as authorised by employees.

7 Variation of Agreement

Subject to the consent of the parties, this Agreement may be varied by application to the Industrial Relations Commission pursuant to Sec 170MD of the *Workplace Relations Act 1996*.

8 Availability of Agreement

The Council shall advise staff that the Agreement has been certified and shall make a copy available via electronic media.

9 Objectives

Principles underpinning this Agreement are:

- a) Establishment of a rewarding work environment in which employees are committed to achieving the City of Joondalup's goals;
- b) promotion of responsibility and commitment by ensuring that employees have a clear understanding of the strategic and business directions of the City of Joondalup;
- c) clarity of understanding amongst staff of their roles and operational focus;
- d) clear direction with regard to expectations of individual and collective staff performance; and
- e) promotion of training and development in which the City of Joondalup provides opportunities for employees to engage in continuous learning.

10 Definitions

Unless otherwise defined:

Award shall mean the Local Government Officers (Western Australia) Award 1999 (Federal) or any variation thereof.

Commission shall mean the Australian Industrial Relations Commission.

Union shall mean the Australian Municipal, Administrative, Clerical and Services Union (ASU) and the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

Bereavement Leave eligibility for the purposes of the Award includes an employee's (other than a casual employee) spouse (including a former spouse, a defacto spouse and a former defacto spouse), parent, brother, sister, father-in-law, mother-in-law, grandparent, same sex partner, child, or adult child (including an adopted child, step child or ex nuptial child).

SALARY AND RELATED MATTERS

11 Salaries

11.1 The rates of pay are set out in Schedule 1.

11.2 This Agreement provides for:

- a) A salary increase of 4% or \$25 per week whichever is the greater for each employee covered by this Agreement to take effect from the first pay period on or after 1st January 2002.
- b) i) A salary increase of 2.5% or \$20 per week whichever is the greater for each employee covered by this Agreement to take effect on or after the first pay period on 1st January 2003.
 ii) An increase of 1.5% in salary budget allocation for distribution as salary increases to employees covered by this Agreement, payable on or after the first pay period on 1st March 2003. The salary rate increase for each employee shall be determined in accordance with Reward and Recognition principles (Clause 12) based upon corporate and team performance achievements.
- c) i) A salary increase of 2.5% or \$20 per week whichever is the greater for each employee covered by this Agreement to take effect on or after the first pay period on 1st January 2004.
 ii) An increase of 2.5% in salary budget allocation for distribution as salary increases to employees covered by this Agreement, payable on or after the first pay period on 1st March 2004. The salary rate increase for each employee shall be determined in accordance with Reward and Recognition principles (Clause 12) based upon corporate, team and individual performance achievements.

12 Reward and Recognition

12.1 The aim of the Reward and Recognition Scheme is to:

- Motivate employees to improve productivity and organisational culture.
- Encourage valuable staff to remain within the City of Joondalup.
- Reward staff in a fair and equitable manner based upon merit.

12.2 The Principles of the Reward and Recognition Scheme are:

- a) The Reward and Recognition Scheme shall be fair and equitable across all areas of the organisation.
- b) The framework and outcomes of the Reward and Recognition Scheme shall be agreed between management and staff prior to implementation.
- c) The Reward and Recognition Scheme shall be monitored regularly by staff and management to ensure that it is achieving its aims and where necessary appropriate changes shall be made to improve and refine the scheme.
- d) Substantial training in the appropriate areas of the Reward and Recognition Scheme shall be provided to all staff and management.
- e) All staff and management shall commit to undertake appropriate training and use their best endeavours to positively contribute to the implementation of the Reward and Recognition Scheme.

- f) Employees shall be encouraged to participate in the development of the Reward and Recognition Scheme and the City shall provide opportunity for employees to be involved in the development of the Reward and Recognition Scheme.
- g) Financial reward shall be allocated based upon the employee's individual performance and his/her performance as a team member.
- h) Considering that extraneous factors may cause performance indicators to be missed, or where indicators are set, factors beyond the control of the team/individual will not be used to penalise staff. Both parties are committed to the implementation of the R & R scheme and any delay in the scheme's implementation will not affect the salary increase payable to employees for R & R on 1 March 2003 and 1 March 2004.

12.3 Schedule 2 provides a list of indicators for consideration by the Business Unit in determining their team performance indicators.

13 Incremental Progression

13.1 The provisions of Clause 13.4 of the Award shall apply unless otherwise agreed between the parties to this Agreement.

13.2 The parties to this Agreement agree to commit to a review of incremental progression within six months of the commencement of this Agreement. The review will include, but not be limited to:

- Phase out of incremental progression within a defined timeframe with no disadvantage to employees employed at the certification of this Agreement; and
- Progress to the next incremental step (prior to phase out) being calculated in the total reward under the Reward and Recognition Scheme for the year in review.

14 Salary Packaging

14.1 Notwithstanding the rates of pay in this Agreement or the Award, an employee shall be able to enter into negotiations with the Council with respect to an individual salary package that may result in the cash component of his/her salary or wage being reduced.

14.2 Negotiated salary packages shall be established as a separate written agreement between the employee and the City, setting out the terms and conditions as outlined in Schedule 3 – Salary Packaging.

14.3 Withdrawal from the agreement by the employee shall be notified in writing to the City and shall be effective immediately, in accordance with the terms of the agreement.

HOURS OF WORK AND RELATED MATTERS

15 Part-time Additional Hours

15.1 A guaranteed minimum number of hours for each four week period will be established for part time employees and any ordinary hours worked in excess of that minimum up to 38 hours per week shall be voluntary and be paid for at ordinary pay rates plus 20 %.

Any hours worked in excess of 38 hours per week shall be paid at the relevant overtime penalty rate.

- 15.2 All calculations for annual leave, sick leave, long service leave, compassionate leave and public holidays will be made on the base minimum hours and will not incorporate any of the additional hours that are rostered and paid for at the penalty rate.

16 Annualisation of Hours

- 16.1 Annualisation of hours is a flexible work arrangement whereby work is undertaken based on a yearly quota of hours instead of hours per week.
- 16.2 Where an employee and the Council are in agreement, a mutually convenient annualised work arrangement may be entered into, provided the details are expressly stated in a written agreement. The agreed working hours, inclusive of the annual leave entitlement, will need to be identified. All days or hours outside of the agreed working hours shall be considered overtime and attract penalty rates.
- 16.2.1 For employees of Ranger Services, the agreed working hours, inclusive of annual leave entitlement shall not exceed 2080 hours in any one year.
- 16.2.2 For all other employees, the agreed working hours, inclusive of annual leave entitlement shall not exceed 1976 hours in any one year.
- 16.3 Where the employee or the Council wishes to vary the agreement, the other party shall give due consideration to the request. Any variation to the agreement shall only be made upon the assent of both parties and shall be in writing. If agreement cannot be reached, the matter may be taken up by either party in accordance with the dispute settling procedures prescribed in this Agreement.

LEAVE AND PUBLIC HOLIDAYS

17 Annual Leave Accrual Calculations

- 17.1 This clause shall be read and interpreted wholly in conjunction with Clause 14 – Part Time Additional Hours of this Agreement and Clause 24 – Annual Leave of the Award. Provided that where there is any inconsistency, the provisions of this clause shall prevail to the extent of any such inconsistency.
- 17.2 All current and future annual leave accruals and payments as provided in the Award shall for calculation purposes be translated from weeks into hours, based on the following formula:

Annual leave entitlement (in weeks) x average ordinary hours generally worked in the immediately preceding 12-month continuous service period = annual leave entitlement (in hours)

18 Cashing Out of Annual Leave

18.1 An employee and the Council may agree that the employee can forgo part of his/her annual leave entitlement under this Agreement provided:

- in lieu of the entitlement, the employee receives the same before tax amount as he or she would have received had the leave actually been taken;
- the agreement is in writing; and
- the employee must retain four (4) weeks' accrued annual leave after forgoing part of his/her annual leave entitlement.

18.2 The employee will be subject to tax on any amount paid under this clause pursuant to the Income Tax Assessment Act 1936 and the Council will make the appropriate deduction from the payment.

19 Short Term Leave

19.1 Short-term leave may be taken in units of a maximum of 4 hours per week and a total of forty (40) hours per annum. Short-term leave entitlement is taken from existing accrued personal leave entitlement.

19.2 Short-term leave must be agreed between the employee and management.

20 Parental Leave

20.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

20.2 Females taking maternity leave shall be entitled to full pay for 6 weeks of the combined total of 52 weeks parental leave. The remainder of the leave taken shall be unpaid.

20.3 Paternity leave and Adoption leave shall be unpaid.

20.4 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- for maternity and paternity leave, an unbroken period of two weeks unpaid leave at the time of the birth of the child;
- for adoption leave, an unbroken period of up to three weeks unpaid leave at the time of the placement of the child.

20.5 All provisions other than 26.2 of Clause 26 – Parental Leave of the Local Government Officers' Award shall apply.

CONSULTATION AND DISPUTE RESOLUTION

21 Dispute Settlement Procedure

Any grievance, complaint, claim or dispute, or any matter which is likely to result in a dispute between management and employees, shall be settled in accordance with the procedures set out herein.

Where the matter is raised by an employee, or a group of employees, the following steps shall be observed:

- 21.1. The employee(s) concerned shall discuss the matter with the immediate supervisor. If the matter cannot be resolved at this level the supervisor and/or employee shall refer the matter to the appropriate Manager or his/her delegate and if required by any of the parties, the relevant union representative or employee representative be present.
- 21.2. The Manager or relevant Supervisor shall, if unable to resolve the matter raised within two working days of it being referred to them, refer the matter to the Director for his/her resolution, and the employee(s) shall be advised accordingly.
- 21.3. While the above procedure is being affected, all employees will ensure that normal work continues.
- 21.4. While the above procedure is being effected, no action shall be taken by the employees or the employer. The above procedure shall be undertaken in three working days or less, unless the parties agreed to a longer period.
- 21.5. If the matter has been referred in accordance with the above subclauses and remains unresolved, the employee(s) may notify the employee's representative (if applicable) so that they may have this opportunity of discussing the matter with management
- 21.6 If a dispute should result in a disruption of work, then the Council will organise its operations to ensure that the work will be cleared as quickly as practicable with minimal costs to the Council.
- 21.7 Should all attempts to resolve the matter fail, either party may notify the Australian Industrial Relations Commission of the dispute, and refer the matter for conciliation and/or arbitration.

CHANGE AND REDUNDANCY

22 Security of Employment

- 22.1 The parties to this Agreement recognise that security of employment is an important issue. Employment security contributes to ensuring an environment in which employees can deliver a quality service.
- 22.2 It is agreed that the objective of employment security requires a multi-faceted approach, which is supported by all parties. This includes support for:

- A high quality service being delivered by well trained employees;

- A working environment in which a trained, competent workforce performs a range of functions and where employees feel comfortable, respected and able to contribute to the highest level of their skills and ability.

22.3 It is recognised by the parties to this Agreement that these objectives can only be achieved in a co-operative work environment.

22.4 Any redundancies will be managed in accordance with Clause 23 – Redundancy in this Agreement.

22.5 In the event that the City seeks to on sell or contract out any part of its functions to another party, the adherence to the provisions of this Agreement governing employment conditions will apply as a term of any such transaction.

23 Redundancy

23.1 Extent of clause

This clause applies where the Council has made a definite decision that it no longer wishes the job the employee has been doing, done by anyone and that decision may lead to the termination of employment.

23.1.1 This clause does not apply where employment is terminated as a consequence of conduct that justifies summary dismissal or in the case of casual employees, or fixed term employees whose employment is terminated by the effluxion of time, or employees with less than one year's continuous service.

23.2 Change and consultation

23.2.1 The Council will consult employees likely to be affected by any proposed workplace change as to the need for and reason for the change and no definite decision on the workplace change will be made until this consultation process has taken place.

23.2.2 Following consultation, where the Council has made a definite decision that it no longer wishes the job an employee has been doing to be done by anyone, and that decision may lead to the termination of employment, the Council shall hold discussions with the employee's directly affected and with their nominated representative.

23.2.3 For the purposes of the discussion the Council shall as soon as practicable provide in writing to the employee's concerned and their union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information, the disclosure of which would be harmful to its interest.

23.3 Transfers within the organisation/alternative employment

23.3.1 In order to mitigate the effects of change, affected employees shall wherever possible and practical be offered a transfer to other comparable positions within the Council and also offered the necessary and reasonable training to effect a successful transition.

23.3.2 Where an employee is transferred to other duties for the purpose of avoiding retrenchment and those duties attract a lesser rate of pay than the incumbent's previous position, the Council will make up the difference between the two rates of pay for a period of 12 twelve months. After this time the lesser rate will apply.

23.4 Time off to attend interviews and seek alternative employment

In order to mitigate the effects of change, an employee who has been notified of the likelihood of redundancy shall be allowed reasonable time off without loss of pay for the purpose of seeking other employment.

23.5 Redundancy severance benefits

23.5.1 Where a position has been made redundant or a suitable transfer has not been possible, an employee shall be advised of the redundancy and shall receive:

- a) 4 weeks pay in lieu of notice; plus
- b) 1 weeks pay if over 45 years of age; and
- c) 3 weeks for every completed year of service to a maximum of 52 weeks.

23.5.2 Where an employee has been employed with the Council for a minimum of 5 completed years, pro rata long service leave shall be provided if the employee is not otherwise entitled to pro rata long service leave under the Local Government Long Service Leave Regulations. All other pro rata entitlements payable under the appropriate award or Agreement to a terminating employee will be paid.

23.5.3 Where the circumstances of a retrenched employee are such that it will be extremely difficult for that employee to find another job, Council may exercise its discretion to provide additional benefits to such employees. In this event, details of the redundancy package for such an employee shall be published in accordance with section 5.50(2) of the Local Government Act 1995.

23.5.4 The term "weeks pay" means the normal weekly salary or wage payable to the employee including any penalty rates normally paid but excluding overtime or intermittent payments. The term also includes salary or wages specifically sacrificed for additional non-award benefits but does

not include the value of any non-award benefit normally provided for the employee's position.

23.6 Payment for the loss of motor vehicle usage

Where a motor vehicle is considered part of an employee's salary package, no payment shall be made but the value of the motor vehicle use as determined by Mercer Cullen Egan and Dell for full private use or for commuting use will be divided by 52 and added to an employee's weekly rate of pay for the purposes of determining the payment to be made pursuant to the above severance benefit. The formula to be used is *purchase price x 0.263 + \$3,916*.

23.7 Counselling

Professional counselling service including financial counselling shall be available free of charge from Council for any employee who has been or is to be made redundant. The Council's contracted employee assistance service shall be provided free of charge for all employees made redundant.

OTHER PROVISIONS

24. Ranger Services

- 24.1 The provisions made in Schedule 4 – Terms and Conditions for Ranger Services shall be binding upon the City of Joondalup ("Council") and its successors, the Australian Services Union ("Union") and the employees of Ranger Services.
- 24.2 The provisions made in Schedule 4 shall be read and interpreted in conjunction with the Local Government Officers (Western Australia) Award 1999 (Federal) and this Agreement provided that where there is an inconsistency, the provisions of Schedule 5 shall take precedence.

25. Staff Training

The City encourages training of its staff and to that end endorses training programs that are of mutual benefit. Where union conducted training programs are to the mutual benefit of both staff and the organisation, the City will continue to encourage such training.

26 Occupational Safety and Health

- 26.1 The City of Joondalup is committed in implementing an effective and comprehensive occupational safety and health program, which utilises safe procedures and systems throughout the organisation. The City of Joondalup recognises that the safety and health of its employees are of prime importance in all aspects of its planning and operations.
- 26.2 The Occupational Safety and Health Act / Regulations provides the framework and means in which safety and health should function within all workplaces in Western Australia. Central to this is the importance of employee consultation and participation to identify and implement practicable solutions to all risks. Achieving a safe working environment requires the commitment of all staff.

27 Superannuation

A submission will be made to Council prior to 31 March 2002 regarding the non-absorption of the Superannuation Guarantee Charge effective 1 July 2002.

28 Leave Reserve

The parties to this agreement are committed during the life of this agreement to discuss the matter of loadings paid to professional library staff.

29 No Further Claims

The parties agree that no further claims shall be sought for the duration of this Agreement, unless agreed by the parties.

The parties further agree that the commitment given in this clause covers the field of employment conditions.

EXECUTION OF THE AGREEMENT

**For and on behalf of the Australian
Municipal, Administrative, Clerical and
Services Union (ASU)**

**For and on behalf of the Association of
Professional Engineers, Scientists and
Managers, Australia (APESMA)**

Paul Burlinson
BRANCH SECRETARY

Ian Johnstone
DIRECTOR WA

Date

Date

Witnessed by

Witnessed by

Name of Witness (please print)

Name of Witness (please print)

Date

Date

**For and on behalf of the City of
Joondalup**

Denis Smith
CHIEF EXECUTIVE OFFICER

Date

Witnessed by

Name of Witness (please print)

Date

Schedule 1 – Salary Rates

4% or \$25 per week from 1 January 2002

Level	Step	Hourly	Fortnight	Annual
1	16 yrs & under	\$8.5390	\$648.96	\$16,873
	17 yrs	\$9.2358	\$701.92	\$18,250
	18 yrs	\$10.2460	\$778.69	\$20,246
	19 yrs	\$11.2606	\$855.81	\$22,251
	20 yrs	\$12.3659	\$939.81	\$24,435
	Adult	\$13.2318	\$1,005.62	\$26,146
2	1	\$13.9681	\$1,061.58	\$27,601
	2	\$14.3507	\$1,090.65	\$28,357
	3	\$15.0010	\$1,140.08	\$29,642
	4	\$15.6574	\$1,189.96	\$30,939
3	1	\$16.3052	\$1,239.19	\$32,219
	2	\$16.6837	\$1,267.96	\$32,967
	3	\$17.0612	\$1,296.65	\$33,713
	4	\$17.6144	\$1,338.69	\$34,806
4	1	\$18.2429	\$1,386.46	\$36,048
	2	\$18.6817	\$1,419.81	\$36,915
	3	\$19.0572	\$1,448.35	\$37,657
	4	\$19.6265	\$1,491.62	\$38,782
5	1	\$20.3229	\$1,544.54	\$40,158
	2	\$20.7242	\$1,575.04	\$40,951
	3	\$21.1134	\$1,604.62	\$41,720
	4	\$21.6488	\$1,645.31	\$42,778
6	1	\$22.0400	\$1,675.04	\$43,551
	2	\$22.7596	\$1,729.73	\$44,973
	3	\$23.2510	\$1,767.08	\$45,944
	4	\$23.8214	\$1,810.42	\$47,071
7	1	\$24.3861	\$1,853.35	\$48,187
	2	\$25.0182	\$1,901.38	\$49,436
	3	\$25.5395	\$1,941.00	\$50,466
	4	\$25.9124	\$1,969.35	\$51,203
8	1	\$26.5825	\$2,020.27	\$52,527
	2	\$27.1043	\$2,059.92	\$53,558
	3	\$27.6245	\$2,099.46	\$54,586
	4	\$28.1463	\$2,139.12	\$55,617
9	1	\$29.1827	\$2,217.88	\$57,665
	2	\$29.7571	\$2,261.54	\$58,800
	3	\$30.4322	\$2,312.85	\$60,134
	4	\$31.1058	\$2,364.04	\$61,465

2.5% or \$20 per week from 1 January 2003

Level	Step	Hourly	Fortnight	Annual
1	16 yrs & under	\$9.0653	\$688.96	\$17,913
	17 yrs	\$9.7621	\$741.92	\$19,290
	18 yrs	\$10.7723	\$818.69	\$21,286
	19 yrs	\$11.7869	\$895.81	\$23,291
	20 yrs	\$12.8922	\$979.81	\$25,475
	Adult	\$13.7581	\$1,045.62	\$27,186
2	1	\$14.4944	\$1,101.58	\$28,641
	2	\$14.8770	\$1,130.65	\$29,397
	3	\$15.5273	\$1,180.08	\$30,682
	4	\$16.1837	\$1,229.96	\$31,979
3	1	\$16.8315	\$1,279.19	\$33,259
	2	\$17.2100	\$1,307.96	\$34,007
	3	\$17.5876	\$1,336.65	\$34,753
	4	\$18.1407	\$1,378.69	\$35,846
4	1	\$18.7692	\$1,426.46	\$37,088
	2	\$19.2080	\$1,459.81	\$37,955
	3	\$19.5835	\$1,488.35	\$38,697
	4	\$20.1528	\$1,531.62	\$39,822
5	1	\$20.8492	\$1,584.54	\$41,198
	2	\$21.2505	\$1,615.04	\$41,991
	3	\$21.6412	\$1,644.73	\$42,763
	4	\$22.1898	\$1,686.42	\$43,847
6	1	\$22.5911	\$1,716.92	\$44,640
	2	\$23.3284	\$1,772.96	\$46,097
	3	\$23.8325	\$1,811.27	\$47,093
	4	\$24.4170	\$1,855.69	\$48,248
7	1	\$24.9960	\$1,899.69	\$49,392
	2	\$25.6437	\$1,948.92	\$50,672
	3	\$26.1781	\$1,989.54	\$51,728
	4	\$26.5602	\$2,018.58	\$52,483
8	1	\$27.2470	\$2,070.77	\$53,840
	2	\$27.7819	\$2,111.42	\$54,897
	3	\$28.3153	\$2,151.96	\$55,951
	4	\$28.8497	\$2,192.58	\$57,007
9	1	\$29.9124	\$2,273.35	\$59,107
	2	\$30.5010	\$2,318.08	\$60,270
	3	\$31.1928	\$2,370.65	\$61,637
	4	\$31.8836	\$2,423.15	\$63,002

Schedule 2 - Performance Indicators

Best Practice

This Agreement recognises that the principles of best practice should be adopted in the workplace. Best practice is a high performance way of achieving business objectives, which solves problems, creates opportunities, reduces costs and improves organisational results. There is a demonstrable relationship between best practice and a successful organisation.

Benchmarking

Through benchmarking an organisation can learn from other organisations in order to create new systems, programs, processes and implement continuous improvements. The range of options is wide open, the organisation can borrow ideas from other organisations, or can adapt ideas to create new techniques and processes that best suit their own organisation.

Productivity

The parties recognise the need to continually strive for improved productivity. This does not mean people working harder or longer, but from making the best possible use of resources including plant, equipment, materials and people. Improved productivity will be achieved by involving employees in setting clear objectives and allowing them to fully utilise their skills and knowledge to achieve these objectives.

Customer Service

Through a commitment to the Customer Service Charter we will strive to provide excellence in customer service. It will be the City's aim to ensure the service that our customers receive is at all times professional, warm and responsive to their needs. The City will recognise that the needs of our customers will continue to grow and change and we will be committed to respond quickly to these changing needs.

Organisational Development

The parties will develop strategies that display flexibility and adaptability in an effort to improve efficiency and organisational effectiveness. Organisational effectiveness is a function of factors such as structure, technology and people. The parties will be willing to embrace new forms of work relationships.

Multiskilling

The parties recognise the need for the broadening of existing skills and the gaining of additional new skills in order to open up career paths, provide greater work flexibility and achieve significant efficiency gains in service delivery. Employees will accept responsibility for building up a broad range of skills and knowledge which can then be used in an increasing range of jobs within the organisation.

Flexible Working Hours

The parties recognise that to improve customer service, productivity and staff morale there must be a commitment to flexible working hours. Business Units will be able to tailor work hours to suit their individual needs. The benefit for the employee will be the ability to integrate personal and work lives to suit his/her individual needs.

Work Teams

The parties are committed to developing work teams to provide necessary knowledge and expertise to satisfy operational and strategic priorities as required. The parties recognise that work teams can improve the organisation's ability to handle complexity, improve customer service and respond better to technological and environmental change; whilst actively improving the quality and range of our services.

Schedule 3 – Salary Packaging

1. Procedures

- a) Notwithstanding the rates for the various salary classifications in this Agreement, amended from time to time, employees will be able to enter into negotiation with the employer for an individual salary package which may result in the cash component of their salary being reduced.
- b) Where an agreement is reached between an employee and the employer in accordance with subclause 3(a) below, Fringe Benefits may be provided to the extent that the cost to the employer of providing the Fringe Benefits and the reduced Salary does not exceed the Total Remuneration established by the employer for that employee.

2. Definitions

For the purposes of this Schedule, the following expressions will, unless the contrary intention appears, have the meaning hereby respectively applied to them, namely:

- a) Fringe Benefits means any non-cash benefit and cash payment made or expected to be made for the benefit of an employee and any cash payment made or expected to be made to the employee by way of reimbursement of expenses incurred or expected to be incurred by the employee.
- b) Base salary means the salary classification of the employee.
- c) Salary means remuneration by way of regular periodical cash payment subject to PAYG tax.
- d) Salary sacrifice means that part of the Package set aside to cover the payment of Fringe Benefits and includes liability for fringe benefits tax and the Goods and Services Tax, if any, and all employer administrative costs and charges.
- e) Package means the employer's annual budgeted cost of providing the employee's Base Salary and allowances if any as Salary plus any compulsory employer superannuation support.

3. Terms and Conditions

- a) Each employee who negotiates an individual salary package will be required to enter into an agreement with the employer that sets out the terms and conditions applying to the provision of his/her
- b) reduced Salary and Fringe Benefits. Such terms and conditions will include the following:
 - i) Employer superannuation is calculated on an employee's Base Salary before the deduction of any Salary Sacrifice;

- ii) For periods of paid leave at full rates of pay, the employee retains his/her reduced Salary and Fringe Benefits;
 - iii) Where applicable, overtime is calculated on an employee's Base salary before the deduction of any Salary Sacrifice;
 - iv) Subject to subclause 3(b) the continuation of an employee's individual salary package is subject to the employee's employment continuing to be governed by this or a replacement Agreement that provides for individual salary packaging.
- b) Each employee who enters in to an agreement in accordance with the provisions of subclause 3(a) above will be entitled to withdraw from, or renegotiate, any reduced Salary and Fringe Benefits on the occurrence of any of the following events:
- i) Where any changes to laws affecting all or some of the elements of the reduced Salary and Fringe Benefits involves a financial disadvantage to the employee if he or she continued to receive the reduced Salary and Fringe Benefits;
 - ii) The employee's divorce or separation;
 - iii) Where the employee is unfit for duty due to illness or injury and has exhausted his or her entitlement to paid leave at full rates of pay;
 - iv) Where the employee takes extended leave including parental leave and has exhausted his or her entitlement to paid leave at full rates of pay;
 - v) Any other circumstances approved by the employer.
- c) Any withdrawal from an agreement by an employee in accordance with subclause 3(b) shall be made by the employee giving the employer not less than 14 day's notice in writing.
- d) As the employer is assisting employees by providing an individual salary package, and recognising that the law and circumstances may change, and that the employer is relying on third parties to provide the Fringe Benefits, the employer will not be responsible for any loss or disadvantage suffered by an employee arising from:
- i) The cessation of any Fringe Benefits payments;
 - ii) Any variation to the terms and conditions on which an individual salary package is provided;
 - iii) The termination of an individual salary package by either party;
 - iv) The employer arranging for a third party to provide Fringe Benefits to or for the benefit of the employee or an associate of the employee.
- e) In recognition of the fact that it is in the best interest of the employer and employees that the circumstances referred to in subclause 3(d) do not arise, the employer will

exercise its best endeavours to avoid or minimise any such loss which it becomes aware of or which may arise.

f) In addition, the employer:

- i) Shall be held indemnified by the employee against any loss or liability (whether contingent or actual) that may arise from providing the employee with an individual salary package;
- ii) Will be entitled to recover any payment of the reduced Salary and Fringe Benefits paid in advance:
 - I) From ensuing pay periods, as negotiated; or
 - II) From any termination payment on cessation of employment with the employer.

Schedule 4 – Special Terms and Conditions for Ranger Services

Ranger Services agree to becoming a party of this agreement, and in doing so abolish the “Ranger Services Certified Agreement 1998”.

Remuneration:

The Ranger position classification, on commencement of this agreement, will be Level 4 Step 4. In addition Rangers shall receive a shift penalty allowance of 15% on all hours in recognition of their unsociable work hours and an additional two (2) hours pay at the ordinary hourly rate in relation to their forty (40) hour week.

The Senior Ranger position classification on commencement of this agreement will be level 6 step 4.

Hours of Work:

Rangers agree to work a forty (40) hour week, in which eight (8) to twelve (12) hours can be worked in any one day over a five (5) day week. Rangers spread of ordinary hours shall be between five (5) a.m. and eight thirty (8.30) p.m. to meet the various community demands during the summer and winter months of the year.

Annual Leave:

Each Ranger working under this agreement will receive five (5) weeks Annual Leave for the duration of this agreement.

The Rangers will not receive Annual Leave Loading of 17.5% on leave accrued during the term of this agreement.

Annual Leave shall be rostered to ensure a sufficient number of employees are always available. Management shall not unreasonably refuse a request for annual leave.

Public Holidays:

Public Holidays will be worked at the ordinary hourly rate of pay. Where a Ranger works on a public holiday, the officer can elect to be paid an additional days pay as part of their normal salary or receive a day in lieu of normal time to be taken at a time which has been mutually agreed with the Senior Ranger.