

# **CITY OF VICTOR HARBOR ENTERPRISE BARGAINING AGREEMENT 2016**

**File No. 6269 of 2016**

**This Agreement shall come into force on and from 22 December 2016 and have a life extending until 17 September 2019.**

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

DATED 22/12/2016.



A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a horizontal line.

COMMISSION MEMBER

# ENTERPRISE BARGAINING AGREEMENT 2016

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## 1. CLAUSE 1 – TITLE

The Agreement shall be entitled City of Victor Harbor Enterprise Bargaining Agreement 2016.

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### 3. CLAUSE 3 – DEFINITIONS

#### 3.1. For the purposes of the Agreement:

**Agreement** means City of Victor Harbor Enterprise Bargaining Agreement 2016;

**ASU Employee** means an employee remunerated under the South Australian Municipal Salaried Officers' Award (SAMSOA);

**Award** means Local Government Employees' Award (LGEA) or the South Australian Municipal Salaried Officers' Award (SAMSOA);

**AWU Employee** means an employee remunerated under the Local Government Employees' Award (LGEA);

**Chief Executive Officer** shall mean the Chief Executive Officer of the City of Victor Harbor;

**Consultation** means the process which will have regard to employees' interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their view-points heard and taken into account prior to a decision being made;

**Consultative Committee Representative** means an employee who has been nominated by work colleagues as a spokesperson for the purpose of participating in meetings regularly with management during the term of the Enterprise Bargaining Agreement to monitor progress on matters incorporated within the Agreement and to raise and discuss employment matters in general;

**Council** means the City of Victor Harbor - a local government authority established under the Local Government Act 1999;

**Employee** means any employee of the Council who performs work covered by this Agreement and the Award;

**Employer** means the City of Victor Harbor;

**Enterprise Bargaining Committee Representative** means an employee elected by their work colleagues for the purpose of negotiating with Management Representatives an Enterprise Bargaining Agreement on behalf of the employees they represent;

**IFA** means an Industrial Flexible Agreement as provided in Clause 38;

**Journey Injury Insurance** means an insurance that covers employees of Council whilst engaged in a journey to and from their residence and place of work and between a place of training for work. "Private Journey" means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motorcycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes. The journey insurance policy covers the employee whether they are in a leased vehicle or any other vehicle;

**Local Fire or Emergency** means bushfire, flood, storm, earthquake or other local natural disaster;

**Management Representative** means an employee nominated by the Chief Executive Officer (Chief Executive Officer) to represent the employer in Enterprise Bargaining negotiations and other consultative forums with employees.

**Union** means the Amalgamated Australian Workers' Union, South Australian State Union, or the Amalgamated Australian Services Union, South Australian State Union as applicable.

**Workplace Representative** means an employee elected by work colleagues to advise, represent and support the employees, either collectively or individually, on day to day industrial relations matters.

#### **4. CLAUSE 4 – APPLICATION**

4.1 This agreement shall be binding upon the City of Victor Harbor (the Employer), the Amalgamated Australian Workers' Union, South Australian State Union (AWU), and the Amalgamated Australian Services Union, South Australian State Union (ASU) (the Union), and all employees of the City of Victor Harbor who are eligible to become members of the AWU or the ASU employed pursuant to the Award.

#### **5. CLAUSE 5 - PERIOD OF OPERATION**

5.1 This agreement shall commence from the date of certification and have a nominal expiry date of the 17 September 2019. This agreement will be reviewed and renegotiated during the final six (6) months of this agreement.

#### **6. CLAUSE 6 - RELATIONSHIP TO CURRENT AWARDS**

6.1 This Agreement shall incorporate the South Australian Municipal Salaried Officers' Award (SAMSOA) and the Local Government Employees' Award (LGEA) as operative at the date of signing of this Agreement. Where there is any inconsistency with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

6.2 The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the Unions party to this Agreement in respect of all its employees who are eligible to be members of the Unions. This Agreement shall be read in conjunction with Council Policies and Procedures.

#### **7. CLAUSE 7 – INTENT AND OBJECTIVES**

7.1 The economic health of the Council and the wellbeing of all depends on the success of a shared commitment to prepare for the future and a more competitive environment. The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the City of Victor Harbor and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.

7.2 The aims and objectives of this agreement will be achieved by addressing such matters as:

7.2.1 The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further ongoing harmonious industrial relations;

- 7.2.2 Improving flexibility in labour supply, without a reduction in current staff levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties;
- 7.2.3 reviewing and improving work arrangements;
- 7.2.4 Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the City of Victor Harbor and the achievement of real and sustainable improvements in productivity;
- 7.2.5 Adopting of practices to improve standards of Work Health and Safety;
- 7.2.6 Looking at new ways of improving work practices and reduction of wastage and lost time;
- 7.2.7 Continuing development and adoption of initiatives designed to enhance Council's performance;
- 7.2.8 Introduction of measures to reduce absenteeism;
- 7.2.9 Continuously looking at new ways to improve processes, productivity and customer satisfaction;
- 7.2.10 Ensuring continued commitment to Equal Employment Opportunity principles;
- 7.2.11 Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of Structural Reform to enhance, improve and sustain the image of the City of Victor Harbor;
- 7.2.12 Maintaining a training and skills improvement program within the City of Victor Harbor for all employees. Such programs will enable employees to increase their level of individual expertise, facilitate succession and provide defined career paths;
- 7.2.13 ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialed through consultation and agreement of the parties and any savings to be identified and paid as productivity measures in next Agreement;
- 7.2.14 Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

## **8. CLAUSE 8 – CONSULTATIVE MECHANISM**

- 8.1. The parties agree that the effective operation of this Agreement is dependent upon the continuation of established Consultative Structures within the workplace.
- 8.2. The principal Negotiating Structure for this Enterprise Bargaining Agreement is the Enterprise Bargaining Committee.
- 8.3. The Enterprise Bargaining Committee shall comprise of:

### **8.3.1. Enterprise Bargaining Committee Representatives**

- 8.3.1.1. Up to four (4) employee representatives employed under the South Australian Municipal Salaried Officers' Award, up to two (2) of whom shall be elected by Australian Services Union members and up to two (2) of whom shall be elected by the employees as a whole;
- 8.3.1.2. Up to four (4) employee representatives elected by and representing union members paid under the Local Government Employees' Award, up to two (2) of whom shall be Australian Workers Union members and up to two (2) of whom shall be elected by the employees as a whole. If the two positions for representatives for all employees under the LGE Award are not filled, these positions will be classed as vacant and are therefore not considered in the voting or as part of the meeting quorum;

### **8.3.2. Industrial Advisors**

- 8.3.2.1. One (1) Industrial Advisor from the Australian Services Union.
- 8.3.2.2. One (1) Industrial Advisor from the Australian Workers Union.

### **8.3.3. Management Representatives**

- 8.3.3.1. Four (4) management representatives nominated by the Chief Executive Officer.

**8.4. The role of the Enterprise Bargaining Committee shall be:**

- 8.4.1.** To consult the parties they represent in order to establish a log of claims that forms the basis of an Enterprise Bargaining negotiation;
- 8.4.2.** To consider terms and conditions of employment, movements in labour market indicators, opportunities for improvements in efficiency and effectiveness in the operations of the organisation, economic conditions and industrial circumstances as basis for negotiations;
- 8.4.3.** To arrive at decisions through a process of negotiation and consensus;
- 8.4.4.** To document the negotiation process through the recording of minutes for each meeting;
- 8.4.5.** To finalise an Enterprise Bargaining Agreement for presentation to Council.

**8.5. A secondary consultative structure referred to as the Consultative Committee shall function on an ongoing basis.**

The **Consultative Committee** shall comprise of:

**8.5.1. Consultative Committee Representatives**

- 8.5.1.1.** Up to four (4) employee representatives employed under the South Australian Municipal Salaried Officers' Award, up to two (2) of whom shall be elected by Australian Services Union members and up to two (2) of whom shall be elected by the employees as a whole;
- 8.5.1.2.** Up to four (4) employee representatives elected by and representing union members paid under the Local Government Employees' Award, up to two (2) of whom shall be Australian Workers Union members and up to two (2) of whom shall be elected by the employees as a whole;

**8.5.2. Management Representatives**

- 8.5.2.1.** Four (4) management representatives nominated by the Chief Executive Officer.

**8.6. The Consultative Committee shall meet at least quarterly each year, for the life of the agreement for the purpose of:**

- 8.6.1.** Monitoring the implementation of and provisions within the Enterprise Bargaining Agreement;
- 8.6.2.** Undertaking any of the ongoing consultative responsibilities referred to within this Agreement;
- 8.6.3.** Consulting on changes proposed to organisational structure, work practices, workforce size and composition, resource sharing, introduction of new technology and equipment and service review and/or delivery;
- 8.6.4.** Reviewing, identifying and evaluating productivity efficiencies;
- 8.6.5.** Discussing general industrial relations issues within the organisation;
- 8.6.6.** Disseminating information;
- 8.6.7.** Seeking input and feedback on relevant policy and procedure development;
- 8.6.8.** Maintaining a communication channel between employees and management.

**8.7. Minutes of the Consultative Committee meetings will be tabled at Executive Management Group meetings to ensure that action is taken on any identified issues or requirements.**

**8.8. A third tier of consultation will occur at the Work Group or Team level. These consultation sessions will be held more frequently with the Director determining the participation. At the work group or team level, discussion may extend to a broad range of employment and/or operational matters. Significant or unresolved issues may be elevated to the Consultative Committee agenda.**

## **9. CLAUSE 9 – ENTERPRISE BARGAINING AND CONSULTATIVE COMMITTEE TRAINING**

- 9.1. Training of Enterprise Bargaining Committee and Consultative Committee representatives is considered essential to ensure effective participation and optimal outcomes. To this end, the employer agrees to facilitate appropriate training for committee members, in the employer's time. Further, such training is to be discussed and approved by agreement between the employer and the Unions. Where training occurs after hours, the employee will be compensated on a single time hourly basis. All such training will only be done through mutual consent between the employer and employee.

## **10. CLAUSE 10 – AMALGAMATION OR BOUNDARY CHANGES**

- 10.1. The Consultative Committee shall be the employee consultative forum at the City of Victor Harbor for proposed amalgamation with other Councils.
- 10.2. An Amalgamation Agreement shall be developed by the parties which shall include, but not be limited to, the following:
- 10.2.1. Job security
  - 10.2.2. General principles for workforce merger;
  - 10.2.3. Introduction of new Organisation structure;
  - 10.2.4. Grievance / dispute resolution procedure;
  - 10.2.5. Re-training scheme policy;
  - 10.2.6. Redeployment policy;
  - 10.2.7. Part-time work policy;
  - 10.2.8. Outplacement of staff;
  - 10.2.9. Voluntary separation packages (which shall not be less than the package available to employees under Clause 14 (14.3.3.3) of this Agreement);
- 10.3 Any amalgamation agreement shall not contain conditions which are less favourable than those contained in this agreement for employees of the City of Victor Harbor.

## **11. CLAUSE 11 – EMPLOYEE RELATIONS**

- 11.1. The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 11.2. The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees commit to achieving effective improvements in productivity and customer service.
- 11.3. Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

## **12. CLAUSE 12 – CONTESTABILITY**

- 12.1. The City of Victor Harbor is committed to the position that work historically undertaken by employees will, subject to present and future requirements of the Local Government Act, continue to be performed by the workforce, subject to cost, quality and levels of service.
- 12.2. In this regard, it is agreed to adopt the following contestability measures:
- 12.2.1. Where deemed appropriate by Management, and in consultation with Consultative Committee, work currently performed by the existing workforce will be benchmarked against like industries/organisations to identify the benchmark price and service quality required to effectively deliver the service to a predetermined specification.

- 12.2.2. Provided the work undertaken by existing employees is able to match or better the benchmark, then the work will continue to be performed in-house.
  - 12.2.3. Should the work currently being performed not meet the benchmark, then employees will be granted a further period of twelve (12) months (except where IFAs are in place) to introduce efficiency gains and improved work practices which will enable them to meet the benchmark price and service quality required by the specification of works. For its part, the City of Victor Harbor will provide appropriate training and support for any group of employees affected by this process.
  - 12.2.4. At the conclusion of the twelve (12) month period, the employees will be allowed to continue to perform the work in accordance with the above process, provided the benchmark is met. In the event that the benchmark is not met the work will be subject to competitive tendering and the employees will be able to tender for the works.
  - 12.2.5. During the life of this Agreement work that arises, and which is additional to programmed works and services presently undertaken by the employees, will be subject to market forces through public tender. Should the employees seek to gain this additional work, appropriate training and support will be developed for those groups engaged in competitive tendering.
- 12.3. The City of Victor Harbor is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce where appropriate.
- 12.4. **Key Performance Indicators (KPIs)**
- 12.4.1. The parties, through the Consultative Committee, may develop performance indicators which will allow for improvements in Council's business to be quantified and measured on an ongoing basis.
  - 12.4.2. KPIs may include, but are not limited to, the following:
    - 12.4.2.1. Community Responsiveness;
    - 12.4.2.2. Customer Satisfaction;
    - 12.4.2.3. Productivity;
    - 12.4.2.4. Safety (eg. lost time injury frequency rate);
    - 12.4.2.5. Absenteeism;
    - 12.4.2.6. Customer Complaints.
  - 12.4.3. A range of KPIs will be identified as providing an appropriate measure of productivity improvement. The KPIs shall be the method to measure productivity performance.

### 13. CLAUSE 13 – DEMARCATION

- 13.1. The parties recognise that the normal role for an "ASU Employee" does not include the continuous performance of "hands-on" work. Accordingly the parties accept that "ASU Employees" will not (as part of normal duties) perform the physical "hands-on" work of an employee employed pursuant to the Local Government Employees' Award.
- 13.2. Under the following circumstances however the parties agree that an "ASU Employee" may carry out work covered under the Local Government Employees' Award.
- 13.2.1. In any unforeseen and pressing situation where there is no skilled employee to perform the work; or
  - 13.2.2. In an emergency situation, to the extent of making the situation safe; or
  - 13.2.3. Where additional physical assistance is required and the employee employed pursuant to the Local Government Employees' Award in the affected work area are properly consulted.



- 13.3.** Any disputes arising from these arrangements shall be dealt with under the dispute settling procedures (Clause 16) of this Agreement.

#### **14. CLAUSE 14 – CHANGE MANAGEMENT AND EMPLOYEE PROTECTION**

- 14.1.** Management shall advise relevant employees, the Union and the Consultative Committee (established under Clause 8) of any proposed significant changes to services which will cause organisational changes that may significantly affect the employment and/or conditions of employees' covered by this Agreement. Such changes will not be identified without an internal service review process which considers the intent and objectives of Clause 7 of the Enterprise Agreement. All notifications and information provided to employees and the Union shall be in writing.

- 14.2.** This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Employment Standards such as standard hours of work, annual leave or long service leave.

**14.3. General Principles**

- 14.3.1.** The Enterprise Bargaining Agreement accepts no forced redundancies for the life of the Agreement.

- 14.3.2.** Any determination being made regarding any redundant positions will be made by the City of Victor Harbor in conjunction with the Consultative Committee (includes Unions) and following a service review process.

- 14.3.3.** The means of adjustment in those situations where organisational change results in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:

- 14.3.3.1.** Redeployment to a position of the same classification level;

- 14.3.3.2.** Redeployment to a position of a lower classification level with maintenance of income;

- 14.3.3.3.** Voluntary Separation Package.

- 14.4.** However, employees whose positions are deemed redundant may access a Voluntary Separation Package at any stage of the process provided that no more than three (3) months has elapsed in the redeployment position.

#### **14.5. Obligation on Council to notify in case of likely significant operational change**

- 14.5.1.** The Council will notify affected Employees and the Consultative Committee (includes Unions) of likely and significant operational changes that would, if implemented, significantly affect one or more Employees.

- 14.5.2.** Significant operational change includes:

- 14.5.2.1.** The reduction / removal of employment positions;

- 14.5.2.2.** Major changes in the composition, operation or size of the Council's workforce or the skills required of Employees;

- 14.5.2.3.** The elimination or diminution of job opportunities, promotion opportunities or tenure in Council;

- 14.5.2.4.** A change to hours of work; and

- 14.5.2.5.** The need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

- 14.5.3.** Redundancy means the reduction / removal of employment position(s) due to Council no longer requiring that position(s) to be performed by Council employees, and redundant has a corresponding meaning.

- 14.5.4.** All notifications and information provided to Employees and the Union will be in writing. This may occur by email.

**14.6. Significant Operational Change**

- 14.6.1. If Council is to impose significant operational change, it must comply with the following protections:

**14.7. Preliminary Consultation**

- 14.7.1. If the Council provides notice in accordance with the general principles of this clause, it will consult with the affected Employees, the Consultative Committee (including Unions), as provided for in clause 8 of this Agreement.
- 14.7.2. The Consultative Committee (includes Unions) and the Council may reach agreement to hold a special meeting, which will be in addition to the ordinary quarterly meetings referred to in clause 8, to discuss the likely significant operational change.
- 14.7.3. The discussions with the Consultative Committee (includes Unions) will include:
- 14.7.3.1. The reason for the likely or proposed significant operational change
  - 14.7.3.2. The measures that Council proposes to avoid or minimise the significant effects on Employees
  - 14.7.3.3. The number and categories of Employees likely to be affected: and
  - 14.7.3.4. When the redundancy(s) / redeployment(s) are likely to occur if the changes are to proceed
- 14.7.4. For the purpose of such discussions, Council must, as soon as practicable, provide in writing to the Employees concerned and the relevant Union, all relevant information about the likely significant change.
- 14.7.5. For "commercial in confidence reasons", Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much information as possible to enable all parties to participate in the development of the change management solution

**14.8. Internal and External Service Review**

- 14.8.1. After preliminary consultation with the Consultative Committee (includes Unions), but prior to making a definite decision as to the likely significant operational change, the Council will conduct an internal service review that considers, all aspects and whether the proposed significant change to services is in the operational and/or strategic interests of Council. However, if Council has conducted an internal service review within 5 (five) years of preliminary consultation taking place, Council will not be required to undertake an additional service review.
- 14.8.2. Council will shortly thereafter notify the Consultative Committee (including Unions), in general terms, of the outcome of the internal reviews.
- 14.8.3. Once the internal service review has been completed, the Enterprise Committee (including Unions) will consider whether or not to recommend to the Council to engage an external, independent consultant to conduct an external review that considers, all aspects and whether the proposed significant change to services and/or service delivery is in the operational and/or strategic interests of Council.
- 14.8.4. If an external review is conducted, Council will shortly thereafter notify the Consultative Committee (including Unions) of the outcome of the external review.
- 14.8.5. For "commercial in confidence reasons", Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much information as possible to enable all parties to participate in the development of the change management solution.

#### **14.9. Primary Consultation**

**14.9.1.** After preliminary consultation has occurred, and having considered the service review(s) which, on balance, confirms that the proposed significant service change is in the operational and/or strategic interests of Council, Council will hold primary discussions with the Employees and Union as soon as practicable.

**14.9.2.** The discussions during primary consultation will include:

**14.9.2.1.** The proposed options of service delivery;

**14.9.2.2.** The reason for the proposed redundancy(s);

**14.9.2.3.** New proposed opportunities, training and redeployment requirements; and

**14.9.2.4.** When the service delivery changes and the change management process is proposed to occur.

**14.9.3.** For the purpose of such discussions, Council will, as soon as practicable, again confirm in writing to the Employees and the Union(s), any additional relevant information, not already disclosed, that relates to the significant operational change.

**14.9.4.** For "commercial in confidence reasons", Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much as information as possible to enable all parties to participate in the development of the change management solution.

#### **14.10. Final Decision**

**14.10.1.** Council will only proceed to make a final decision as to significant organisational change after it has given due consideration to all matters raised during preliminary consultation, the service review(s) and primary consultation.

#### **14.11. Redeployment**

**14.11.1.** Where Council has determined that one or more positions are redundant, it will take all reasonable steps to redeploy affected permanent Employees into a position of equal classification and status within Council in accordance with the redeployment and training guidelines in Appendix 1.

**14.11.2.** If after examining all options, redeployment to such a position is not practicable, an Employee may be offered a position at a lower classification level.

**14.11.3.** Offers of redeployment whether to an equal classification level or lower classification level will be entirely at the discretion of Council.

**14.11.4.** The employee's redeployment wage shall be maintained until the wage of the new classification equals the employee's pre-deployment wage. For the first twenty four (24) months of income maintenance the employee shall receive all Award and Enterprise Bargaining increases.

**14.11.5.** The employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.

**14.11.6.** The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.

**14.11.7.** The Redeployment and Re-training Guidelines shall be adhered to as provided in Appendix 1.

#### **14.12. Transfer of Lower Paid Duties**

**14.12.1.** Where a permanent Employee is transferred to lower paid duties the Employee's redeployment wage shall be maintained until the wage of the new classification equals the Employee's pre-deployment wage. For the first twenty four (24) months of

income maintenance the Employee shall receive all Award and Enterprise Bargaining increases.

- 14.12.2. The Employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- 14.12.3. The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.
- 14.12.4. The redeployee has up to the three (3) months from commencement in the redeployment position to accept a voluntary separation package.
- 14.12.5. The Redeployment and Re-training Guidelines are as provided in Appendix 1.

#### **14.13. Voluntary Separation Package**

- 14.13.1. Should the employee elect to take a Voluntary Separation Package, that package should comprise of:

- 14.13.1.1. Ten (10) weeks' notice of termination or payment of total weekly wage in lieu thereof;
- 14.13.1.2. Three (3) weeks of total weekly wage as severance payment for each year of service with the employer. Maximum of one hundred and four (104) weeks plus ten (10) weeks' notice of termination. For the purpose of outplacement assistance, an amount of up to 5% of the total annual wage be available for engaging the services of a recognised outplacement provider;
- 14.13.1.3. Pro rata Long Service Leave shall be paid for completed years of service whether or not seven years service has been attained.

### **15. CLAUSE 15 – WORK HEALTH SAFETY**

- 15.1. The City of Victor Harbor is committed to continuous improvement in the provision of a safe working environment for employees at all times.
- 15.2. The employer and the Union shall give full cooperation to the achievement of high standards of Work Health and Safety.
- 15.3. The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the employer's projects there shall be strict compliance to all relevant Work Health and Safety guidelines so as to provide and maintain a safe working environment.
- 15.4. **Health and Safety Representative**

- 15.4.1. An allowance will be paid to elected Health and Safety representatives of \$25.80 per fortnight. The allowance will be paid to "deputy" representatives when undertaking the Health and Safety representatives' role.

### **16. CLAUSE 16 – DISPUTE SETTLEMENT PROCEDURE**

- 16.1. The procedures below are established and agreed to between the parties in order to minimise the potential elevation of industrial disputes around the Agreement and disputes pertaining to employee/employer relationships and are entered into as a measure and commitment to this effect without limiting the rights of any party.
- 16.2. At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of work health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

- Stage 1      The employee and/or the Workplace Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Workplace Representative.

- Stage 2      If the dispute is not settled at Stage 1, the employee and the Workplace Representative will meet with the Supervisor and his/her Manager.
- Stage 3      If the dispute is not settled at Stage 2, the employee, Workplace Representative and Union Organiser if requested by the employee will meet with the Supervisor, Manager and Chief Executive Officer.
- 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.

Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within twenty eight (28) days.

## 17. CLAUSE 17 – FLEXIBLE HOURS AND WORK PRACTICES

### 17.1. Existing Flexibilities

- 17.1.1. The parties acknowledge that flexibilities and productive work practices already exist at the City of Victor Harbor.
- 17.1.2. On that basis, a component of the wage increase contained in Clause 42 is for the recognition of those flexibilities which includes Self-Managed Work Teams.

### 17.2. Work Practices

- 17.2.1. The parties shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through agreement by the parties.
- 17.2.2. The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing and adapting to new and evolving circumstances.
- 17.2.3. The parties are committed to implementing change (including technological) to improve work processes.
- 17.2.4. The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- 17.2.5. Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.

### 17.3. LGEA Employees Only

- 17.3.1. The ordinary time hours of work for employees covered by this Agreement will be an average of thirty eight (38) per week over relevant roster cycles.
- 17.3.2. **Span of Hours** - The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under Clause 6.1.2 of the Local Government Employees' Award).
- 17.3.3. **Regular Hours** - Actual regular working hours are to be determined by agreement between the work group(s) and the Director of Environment and Infrastructure Services.  
Any agreed changes to the regular working hours pattern shall then be on a trial basis of between three (3) and six (6) months.

At the end of any trial period the Director of Environment and Infrastructure Services and the workgroup will make a recommendation to the Consultative Committee for the continuation of the trial on a permanent basis or reverting back to the pre-trial arrangement.

- 17.3.4.** The **standard arrangement** will be a nine (9) day fortnight, incorporating the following features:

- 17.3.4.1.** Seventy six (76) hours per fortnight to be worked Monday to Friday over nine (9) days of which eight (8) days with a minimum of eight point five (8.5) hours worked per day and one (1) day of a minimum of eight (8) hours to be worked;
- 17.3.4.2.** One (1) Rostered Day Off (RDO) to be taken within each fortnight cycle - to be taken in accordance with an agreed team schedule of RDOs between the Director of Environment and Infrastructure Services and the employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.  
Where a RDO falls on a public holiday it will be scheduled on the working day immediately before or after, within the same pay fortnight.
- 17.3.4.3.** For special projects the employees will have the ability to bank up to six (6) rostered days off and for this time to be taken off at a later date by mutual agreement between the employer and the employee, but prior to 30 June in each year;
- 17.3.4.4.** Accrued RDOs not taken are to be paid out on 30 June at time and a half.

#### **17.4. Flexibly Hours Arrangement**

- 17.4.1.** The normal hours of work may by mutual agreement be varied to meet the operational needs of the council. Operational needs may include but are not limited to special projects, seasonal work, peak work periods and urgent completion of work.

- 17.4.2.** The following flexible arrangements are to apply:

- 17.4.2.1.** Time to be worked within the hours of 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays);
- 17.4.2.2.** Up to ninety four (94) hours in a two week work cycle [that is eighteen (18) hours per fortnight above the ordinary seventy six (76) hours];
- 17.4.2.3.** No more than ten point five (10.50) hours per day [that is two hours above the normal eight point five (8.50) hours];
- 17.4.2.4.** Twenty four (24) hours' notice to work additional hours except where completing work on a given day;
- 17.4.2.5.** Where additional time is worked, equal time off will be taken (by mutual agreement and at the earliest possible date), or alternatively, (upon request) be paid for at the appropriate Award provisions for special circumstances that may arise;
- 17.4.2.6.** The time-off in lieu (TOIL) credits will be shown fortnightly;
- 17.4.2.7.** All TOIL credits are to be taken by 30 June each year. At the beginning of April the Director of Environment and Infrastructure Services and employees will agree on arrangements to ensure that all TOIL is taken before 30 June;
- 17.4.2.8.** Employees will not reasonably withhold any agreement to work flexible hours in accordance with these provisions;
- 17.4.2.9.** If for operational reasons an employee cannot utilise all TOIL before 30 June, any credit at that date will be paid out at normal rate of pay;
- 17.4.2.10.** Where an employee works in excess of ten point five (10.50) hours per day overtime rates shall be paid at the rate of time and a half for the first hour and double time thereafter;

#### **17.5. SAMSOA Employees Only**

- 17.5.1.** For the purposes of this section the following definitions will apply.

- 17.5.1.1. **Hours of work** means the ordinary hours for which an employee is engaged (e.g. 38 hours per week for a full-time employee).
- 17.5.1.2. **Business hours** means the hours that a council service is open for business and accessible to the public.
- 17.5.1.3. **Core hours** has the same meaning as "Business hours". It means the hours that a council service is open for business and accessible to the public. The current hours are:

- 17.5.1.3.1. Municipal Offices: 9.00am to 5.00pm Monday to Friday.
- 17.5.1.3.2. Library: 9.00am to 5.00pm Monday, Tuesday, Thursday and Friday, Wednesday 10.00am to 6.00pm and Saturday 9.00am to 12.00pm.
- 17.5.1.3.3. Library: In the case of work undertaken on a Saturday 9am to 12.00pm (where employees shall be paid the appropriate penalty rates).
- 17.5.1.3.4. Whale Centre: 10.30am to 5.00pm every day.
- 17.5.1.3.5. Visitor Information Centre: 9.00am to 5.00pm every day.

- 17.5.1.4. **Span of hours** means the ordinary hours within which an employee may work to accrue flexi-time or meet any shortfall in the required hours of work and for which overtime or penalties do not apply.
- 17.5.1.5. **Flexi-time** means time that has been accrued by an employee in excess of the hours of work but within the span of hours that can be taken as time off by the employee through mutual agreement with their supervisor. This may also be referred to as accrued time off.
- 17.5.1.6. **Overtime** means time worked in excess of an employee's hours of work and outside of the span of hours. Overtime must not be worked without prior approval from the employees' Director or the CEO. Approved overtime will be paid at penalty rates or Time off in Lieu at penalty rates can be negotiated with the Director/CEO.
- 17.5.1.7. **Time off in Lieu** is to be taken as time off within 60 days of accrual, at penalty rates, in lieu of the payment of overtime.

## 17.6. Flexible Hours Arrangement

### 17.6.1. General provisions unless varied by an Industrial Flexible Agreement per Clause 38

- 17.6.1.1. The ordinary hours of work for full-time staff shall be thirty eight (38) hours per week.
- 17.6.1.2. All full-time employees shall work business hours in their respective service areas with a break of not less than a half an hour nor more than one (1) hour for lunch, to be taken between 12 noon and 2.00 pm unless varied by agreement with the employee's Manager and/or Director.
- 17.6.1.3. All full-time employees may choose to work additional accrued time (flexi-time) within the span of hours without attracting penalty rates.
- 17.6.1.4. The maximum flexi-time to be accrued at any one time is the equivalent of five (5) working days or thirty eight (38) hours and the total annual flexi-time taken shall not exceed fifteen (15) days or one hundred and fourteen (114) hours. Employees may not accrue more than a total of 152 flex hours (pro-rate for employees with less than 1.0 FTE substantive) per calendar year.
- 17.6.1.5. The CEO may approve flex leave to be carried forward, extra days taken or to be paid out when extenuating circumstances arise.
- 17.6.1.6. A maximum of three (3) days or twenty two point eight (22.8) hours flexi-time is permitted to be taken in one continuous period by an employee with the approval of the employee's supervisor.
- 17.6.1.7. Accrued flexi-time shall be taken at a time mutually agreed between the employee and their Supervisor.

- 17.6.1.8. Attendance at Council and Committee meetings held outside of the span of hours will be paid or can be taken as TOIL at the appropriate penalty rates.
- 17.6.1.9. Any time worked in excess of the maximum flexi-time allowed shall require approval from management in consultation with individual employees and their immediate supervisor.
- 17.6.1.10. Any accrued flexi-time up to a maximum of three (3) days or twenty two point eight (22.8) hours shall be paid out at normal time upon an employee's termination.
- 17.6.1.11. Employees shall not be permitted to allow their bank of flexi-time hours to go into negative.
- 17.6.1.12. On the 1st January of each year employees with flexi-time accrued over and above the specified maximum of five (5) days or thirty eight (38) hours will have the excess hours permanently removed.
- 17.6.1.13. The hours of work for Environment and Infrastructure Services staff employed under the South Australian Municipal Salaried Officers' Award who regularly and directly supervise staff covered by the Local Government Employees Award will continue to be governed by Clause 5.1.8 of that Award.
- 17.6.1.14. Part-time employees shall be entitled to participate in the flexi-time arrangements on a pro-rata based on their substantive employment. Flexi-time may be accrued during the period of up to one (1) hour each side of their agreed ordinary hours of work as per Clause 17.7.

## 17.7. Flexible Hours Arrangement – Span of Hours

17.7.1. The span of hours for the respective service areas is as follows:

- 17.7.1.1. **Municipal Offices**  
8am to 6pm Monday to Friday
- 17.7.1.2. **Library**  
8.30am to 5.30pm Monday, Tuesday, Thursday and Friday  
8.30am to 6.15pm on Wednesday  
8.30am to 12.15pm on Saturday (employees shall be paid the appropriate penalty rates).
- 17.7.1.3. **Whale Centre**  
8.30am to 6pm Monday to Friday  
In the case of work undertaken on a Saturday or Sunday (generally between 10.00am and 5.30pm) or on public holidays employees shall be paid the appropriate penalty rates.
- 17.7.1.4. **Visitor Information Centre**  
8am to 6pm Monday to Friday  
In the case of work undertaken on a Saturday or Sunday (between 8.30am and 5.30pm) or on public holidays employees shall be paid the appropriate penalty rates.

17.7.2. The provisions of this clause are agreed to on the basis of the current hours of work and business hours. In the event it is proposed that the current hours of work and/or business hours should change then the provisions of the Clause shall be reviewed. If no agreement can be reached in respect to the conditions to apply to the changed hours of work/business hours, then the relevant provisions will revert back to those contained in Part 5 of the Award.



**18. CLAUSE 18 – CHRISTMAS CLOSURE – SAMSOA EMPLOYEES ONLY**

- 18.1. It has been customary for Council to allow for the closure of its Civic Centre and library over the Christmas/New Year period.
- 18.2. For ease of planning Council recognises this and approves the taking of paid leave during this time. Such leave can be accrued Flexi-time, TOIL, Annual Leave or Long Service Leave. If no paid leave is available unpaid leave may be granted by the Chief Executive Officer.
- 18.3. This clause does not detract from Council's ability to have any of its operations remain open on working days during this period should circumstances warrant, and if staff are required to work during this period a roster will be developed in consultation with staff.

**19. CLAUSE 19 – OVERTIME – SAMSOA EMPLOYEES ONLY**

- 19.1. All overtime paid to employees will be calculated at their relevant classification as per the South Australian Municipal Salaried Officers Award - General Officers Stream.

**20. CLAUSE 20 – CALLOUT – SAMSOA EMPLOYEES ONLY**

- 20.1. An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three (3) hours work at the overtime rate.
- 20.2. Where an employee is being paid an "Availability Allowance" in accordance with Clause 4.4.1 of the Award, a minimum of two (2) hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled. Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two (2) or three (3) hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period.
- 20.3. Overtime worked in the circumstances specified in Clause 20.1 and Clause 20.2 shall not be regarded as overtime for the purpose of Clause 5.5 of the South Australian Municipal Salaried Officers' Award, when the actual time worked is less than three (3) hours on such recall or on each of such recalls.
- 20.4. This clause shall not apply where the overtime is continuous (subject to reasonable meal break) with the completion or commencement of ordinary working time.

**21. CLAUSE 21 – REQUEST FOR REVIEW OF CLASSIFICATION**

- 21.1. Any request for a classification review must be provided in writing by the employee to their Director accompanied by supporting documentation/information, which outlines the basis for the classification review request.
- 21.2. The request shall be examined and determined by a Review Panel consisting of the Human Resource Manager, the relevant Director and the applicant's Supervisor/Manager.
- 21.3. In assessing the request for a Classification Review the Review Panel shall consult with the employee concerned and other relevant personnel so that an informed decision can be reached.
- 21.4. The Review Panel shall make a recommendation to the Chief Executive Officer on the Classification Review request. The Chief Executive Officer may concur with the recommendation, reject the recommendation or request the Review Panel to provide further information.
- 21.5. At the conclusion of the review process the Director shall provide to the employee concerned written confirmation of the Review Panel's decision on their Classification Review request. If the request is unsuccessful, written reasons shall be provided.

- 21.6. The Classification Review process shall be completed within a reasonable period, commencing from the date of a formal written request being received (Clause 21.1), where a written acknowledgement of the request will occur within 7 days. The process will conclude with written confirmation of the Review Panel's decision (Clause 21.5) within 28 days. If the Classification Review is not completed within the 28 day timeframe, the employee will receive progress reports of the review every 14 days until the matter is resolved. In the case where the request results in a reclassification, this reclassification shall take effect from the date of receipt of the written request (Clause 21.1) by the Director.
- 21.7. Any employee not satisfied with the determination may access the dispute settlement procedure (Clause 16).

## **22. CLAUSE 22 – PART TIME EMPLOYEES**

- 22.1 Any employee employed on less than a full-time basis may be engaged as a permanent/part-time employee.
- 22.2 Where a permanent/part-time employee agrees, such employee may work up to thirty eight (38) hours per week within the normal span of hours without attracting overtime. All work performed in excess of thirty eight (38) hours per week or work performed out of the normal span of hours as detailed in Clause 17 and shall be paid at the appropriate penalty rates.
- 22.3 The employee shall be given a minimum of two (2) days' notice of the requirement to work additional hours and shall be engaged for no less than one (1) additional hour or in situations where the officer is required to work on an additional day the term of engagement shall be no less than three (3) hours.
- 22.4 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

## **23. CLAUSE 23 – AGENCY/LABOUR HIRE EMPLOYEES**

- 23.1. Council is committed to providing permanent employment wherever possible. Agency/labour hire employees will only be used to fill short-term vacancies where requisite skills and/or resources are not available within the existing Council labour force. Agency/labour hire employees will be paid the current Enterprise Agreement rates of pay plus the appropriate casual loading for their classification whilst placed with Council. Agency/labour hire employees will not be engaged for a term of employment exceeding twelve (12) months unless approved by the Consultative Committee.

## **24. CLAUSE 24 – WORKPLACE REPRESENTATION AND EMPLOYEE REPRESENTATIVES**

- 24.1. Recognition by Employer of Workplace and Employee Representatives.
- 24.1.1. Upon written advice from the Union Branch Secretary up to Two (2) members for the ASU and up to Two (2) members for the AWU can be appointed as Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Unions for discussion with employees and accredited Union Officers on matters pertaining to the employer / employee:
- 24.1.1.1. For discussion with employees on matters pertaining to the work they perform or work related issues
- 24.1.1.2. For discussion with duly accredited Union Officers on matters referred to above and regarding the performance of union duties.
- 24.2. Employee Representatives may also be appointed to represent employees generally within the organisation. Employees Representatives will be nominated and voted in by employees of the organisation.
- 24.3. Employee Representatives and Workplace Representatives will be entitled to:
- 24.3.1. Be treated with respect and without discrimination by all parties

- 24.3.2. Be consulted about workplace issues and have access to information about the organisation that is not confidential
- 24.3.3. Meet with management to discuss issues of concern
- 24.3.4. Workplace Representatives may meet with accredited Union Officers on work related matters
- 24.4. Employee Representatives and Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:
  - 24.4.1. Speaking to, meeting with and representing other employees
  - 24.4.2. Workplace Representatives may attend Union organised training and conferences to a maximum of 5 days per annum provided that Council is able to make adequate staffing arrangements during the period of leave and no more than two employees are on this leave at any one time, unless otherwise agreed.
  - 24.4.3. Other employees may attend up to 3 days union training as approved by their supervisor.
  - 24.4.4. Not less than four (4) weeks' notice is given to the Council of the date of commencement of the training course, including an agenda with times on which the course is to be conducted. If available, at least two (2) weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
  - 24.4.5. Approval to attend this training will not be unreasonably withheld.
- 24.5. To enable them to represent other employees, Employee Representatives and Workplace Representatives will be allowed to use council equipment and facilities. Use of these items is a privilege and therefore care should be taken to ensure that they are appropriately used and that communication is at all times respectful and courteous. Permission must be sought through the relevant Director or Human Resource Manager to use Council systems to promote Union positions.

Employee Representatives and Workplace Representatives will have the following responsibilities:

  - 24.5.1. They will inform their Supervisor and relevant Director before leaving their work area to attend to representative tasks.
  - 24.5.2. If a general meeting of staff is required in work time and/or on Council property, prior agreement will be sought through the Chief Executive Officer, Human Resource Manager or relevant Director before it takes place, giving reasons for the meeting.
  - 24.5.3. Care must be taken to ensure that representative matters of a routine nature are dealt with at times that are least inconvenient to the responsibilities of their Council position and did adversely impact on Council services.
  - 24.5.4. Approval to meet or discuss work related matters will not be unreasonably withheld

## 25. CLAUSE 25 – CARER'S LEAVE

- 25.1. Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to care for an immediate family member subject to the following conditions:
  - 25.1.1. The employee shall have four (4) years continuous service at the time of taking the leave.
  - 25.1.2. The employee must be the primary care-giver for the person cared for.
  - 25.1.3. The person cared for must be a member of the employee's immediate family.

The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a foster child, a step child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee.

The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.

- 25.2.** Absence on carer's leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.

An employee on carer's leave for up to twelve (12) months is entitled to return to the position which he or she held immediately before proceeding on carer's leave.

Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond two (2) years.

- 25.3.** Carer's leave may be taken immediately following a period of family leave (where applicable). In these instances the combined period of all leave shall not extend beyond two (2) years. Carer's leave shall not be taken 'back to back' with professional development leave.

- 25.4.** An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

## **26. CLAUSE 26 – PARENTAL LEAVE**

- 26.1.** In addition to the Award entitlements and current Federal Government provisions under the Fair Work Act 2009 as amended, for parental leave, ten (10) weeks Parental Leave and two (2) weeks Parental Partner's Leave shall be available and will be paid at the employee's current salary rate, to all eligible employees immediately following the birth or adoption of the child. 'Eligibility' is as per the Parental Leave provisions of the relevant Award.

## **27. CLAUSE 27 – BEREAVEMENT LEAVE**

- 27.1.** Bereavement leave will be granted in accordance with the Awards.
- 27.2.** Upon written request from the employee, more favourable terms of leave may be granted by the Relevant Director and/or the Chief Executive Officer if satisfied in any particular case that the leave provision of the relevant Award is considered inadequate.

## **28. CLAUSE 28 – EMERGENCY SERVICES LEAVE**

- 28.1.** Council is committed to the safety and security of the community by supporting staff who are voluntary members of emergency services organisations.
- 28.2.** An employee who is a voluntary member of the Country Fire Service, the State Emergency Service, SA Ambulance Service or other emergency service, may be granted special leave without deduction of pay to attend a local fire or emergency within a fifty (50) kilometre radius of Victor Harbor which may be subject to conditions or varied with approval of the Chief Executive Officer.
- 28.3.** Employees accessing Emergency Services Leave are not deemed to be Council employees during such leave, however the leave will not break continuity of service or impact employee entitlements.

**29. CLAUSE 29 – SICK LEAVE**

- 29.1** An employee, who is absent from duty on account of personal sickness or injury other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 29.1.1** Provided that in the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
- 29.2** Subject to Clause 29.3, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.
- 29.3** An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence or other reasonable evidence shall be submitted by the employee concerned if required by the employer.
- 29.4** All other Award provisions to apply.

**30. CLAUSE 30 – ANNUAL LEAVE LOADING**

- 30.1.** The parties agree that annual leave loading shall be paid to all employees, unless summarily dismissed due to serious misconduct, on the first pay period of December. Any employee who has not accrued a full twelve (12) month entitlement as at the 30 November, shall be paid pro-rata leave loading. Upon termination of employment, pro-rata annual leave loading shall be paid on accrued annual leave.

Employees shall be entitled to payment of annual leave loading based on the employees annual salary as at the 30 November of each year.

**31. CLAUSE 31 – ANNUAL PROFESSIONAL DEVELOPMENT PROCESS**

- 31.1.** All employees will participate in the annual Professional Development Process (PDP) with their supervisor.

**32. CLAUSE 32 – PROFESSIONAL DEVELOPMENT LEAVE**

- 32.1.** Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having two (2) years continuous service at the time of commencing the leave.
- 32.1.1.** All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 32.1.2.** Absence on professional development leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
- 32.1.3.** An employee on professional development leave for up to twelve (12) months is entitled to return to the position they held immediately before proceeding on that leave.
- 32.1.4.** An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.

- 32.1.5.** Professional development leave shall not be taken in conjunction with Carers Leave (unless special or extenuating circumstances arise and are approved by the Chief Executive Officer) or 'back to back', i.e. an employee must have completed the qualifying period of service [two (2) years continuous service] to be eligible for each instance of professional development leave.

### **33. CLAUSE 33 – TRAINING AND SKILLS DEVELOPMENT**

- 33.1.** The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.
- 33.2.** Council has a commitment to the on-going training and professional development of its employees and development of a multi-skilled workforce.
- 33.3.** The parties to this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.
- 33.4.** A training day shall be based on the time taken up to the 'span of hours' (Refer Clause 17).
- 33.5.** Staff training refers to the wide range of activities undertaken by staff in the course of their employment, which seek to increase the skills, expertise and/or efficiency of staff, thus leading to a more productive workforce, increased job satisfaction and career advancement potential.
- 33.6.** Council acknowledges the necessity for and benefits of staff training for the overall efficient functioning of the organisation and the consequent good returns to the community. Council shall proactively foster career development of employees within the policy guidelines. To facilitate this, a training plan will be maintained on an annual basis and training provided by Council in line with the plan.
- 33.7.** In particular, the parties recognise that relevant training should be provided for employees to relieve in higher classified positions. The Council also recognises that a practical, effective way of developing a multi-skilled workforce is to provide opportunities for employees to relieve in higher classifications.
- 33.8.** Council aims to demonstrate its commitment to training by ensuring maximum access to a wide range of training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
- 33.9.** Council is committed to the maximum use of existing training opportunities wherever possible and supports the work of bona fide organisations involved in this field.
- 33.10. Principles**

The following principles shall apply with reference to the implementation of Council's staff training policy.

- 33.10.1.** All staff have the right to access adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 33.10.2.** The training needs of staff should be addressed regularly in the normal course of supervision.
- 33.10.3.** The active participation of staff in determining their own training needs will ensure a more productive and satisfied workforce.

- 33.10.4. Priority should be given to training which improves the skills and expertise of staff in their respective job roles or careers and which promotes the occupational health safety and welfare of all employees.
- 33.10.5. Training should seek to address change which constantly occurs in today's workforce, including technological change.
- 33.10.6. The Council will maintain a training policy.

#### **34. CLAUSE 34 – UNIFORM AND PROTECTIVE CLOTHING**

- 34.1. All staff shall be provided with uniform and protective clothing in accordance with Award provisions unless expanded by the Council Policy.

#### **35. CLAUSE 35 – INCOME PROTECTION**

- 35.1. The Council will provide Group Personal Accident and Illness and Journey Injury Insurance through the Local Government Risk Services for all employees covered by the Agreement.
- 35.2. Employees when accessing income protection and journey injury insurance shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The superannuation guarantee levy will be met by Council. The period of time absent on income protection or journey injury insurance will not break service, but shall not count towards service.

#### **36. CLAUSE 36 – ALLOWANCES AND EXPENSE REIMBURSEMENTS**

- 36.1. All allowances payable under the Local Government Employee's Award, with the exception of the allowances for Driver's Licence, First Aid, Meal, Tool and Health & Safety Representative have been included in the annual salary paid to employees.
- 36.2. The employer will provide incremental increases to the tool allowance over the three (3) year term of this Agreement subject to full acquittal of the allowance by 30 June each year (future increases beyond this agreement are not implied). The following tool allowance will be payable:

Year 1: \$13.00 per week

Year 2: \$14.00 per week

Year 3: \$15.00 per week

#### **36.3. LGEA EMPLOYEES – TRADE CERTIFICATE ALLOWANCE**

- 36.4. The employer will provide a trade certificate allowance for those employees under the Local Government Employees Award on completion of Certificate III and/or Certificate IV in Horticulture/Arboriculture, Automotive Mechanical Technology and Civil Construction.
- 36.5. Higher level qualifications in related fields will be accepted and deemed at the Certificate IV allowance eligibility rate. Those employees who possess a Certificate IV but no Certificate III, will be deemed at the Certificate III and Certificate IV allowance eligibility rate. Certificates from an Australian registered training organisation or recognised Australian education institution must be supplied along with a record of the units of competency and / or academic transcript. To be eligible, employees are required to utilise the skills and knowledge acquired through the completion of their certificates in their day to day duties. The allowance is only payable for either Horticulture/Arboriculture, Automotive Mechanical Technology only or Civil Construction only, as per the employees' current section of employment i.e. Open Space or Civil. The following allowance will be payable for the life of this agreement:

Certificate III in Horticulture/Arboriculture: \$500 per financial year paid in fortnightly instalments



Certificate IV in Horticulture/Arboriculture: \$500 per financial year paid in fortnightly instalments

Certificate III in Civil Construction: \$500 per financial year paid in fortnightly instalments

Certificate IV in Civil Construction: \$500 per financial year paid in fortnightly instalments

Certificate III in Automotive Mechanical Technology: \$500 per financial year paid in fortnightly instalments

Certificate IV in Automotive Technology: \$500 per financial year paid in fortnightly instalments

- 36.6.** The Trade Certificate Allowance will be paid in the financial year in which the certificate of attainment is dated.
- 36.7.** The Trade Certificate Allowance will continue to be paid to employee's who continue to be employed in their current role or when temporarily redeployed (maximum 12 months) to another work team or undertaking worker's compensation return to work duties which is outside of their normal duties.

**36.8. Other Allowances**

- 36.8.1.** Employees who possess a boom type elevated work platform certificate and utilise in their day to day duties will have their classification under the Local Government Employees Award upgraded to a Municipal Employee Grade (six) 6.

- 36.8.2.** All allowances payable under the South Australian Municipal Salaried Officers' Award, with the exception of the allowances for First Aid, Meal, Health & Safety Representative, and Motor Vehicle have been included in the annual salary paid to employees. Employees under the South Australian Municipal Salaried Officers' Award who are instructed to carry out availability duty, shall receive an availability allowance of \$3.50 per hour Monday to Friday, \$4.50 per hour for Saturdays and Sundays and \$5.50 for Public Holidays for the hours they are required to be on stand-by.

- 36.8.3.** Employees when required to travel away from home on business related activities, the following will apply:

**36.8.3.1. Accommodation**

- 36.8.3.1.1.** Accommodation expenses will be paid by the City of Victor Harbor when the necessity and level of accommodation has been agreed in advance and with reasonable notice (minimum 7 days), prior to the employee accessing the accommodation.

- 36.8.3.1.2.** In the event that the employee has agreed to pay for accommodation, he or she will be reimbursed for the cost of the accommodation on presentation of a receipt for payment of the accommodation.

- 36.8.3.1.3.** Where practical, overnight accommodation will include breakfast.

**36.8.3.2. Fares and Other Costs**

- 36.8.3.2.1.** The cost of authorised travel to and from a particular destination will be covered by the City of Victor Harbor and will be paid for prior to the date of travel, with reasonable notice (minimum 7 days).



**36.8.3.2.2.** Other reasonable and necessary costs incurred by employees including transfers, taxis and public transport while away on business related activities will be reimbursed by the City of Victor Harbor upon presentation of receipts for payment.

**36.8.3.2.3.** An 'away from home allowance' of twelve (12) dollars per day will be paid by the City of Victor Harbor to employees away overnight for approved work, including training.

### **37. CLAUSE 37 – LONG SERVICE LEAVE**

**37.1.** This Agreement shall incorporate the Long Service Leave Act, 1987 as a term and condition of the Agreement. Where an employee's contracted weekly/fortnightly hours are either increased or reduced then Long Service Leave entitlements will be based on the employee's average contracted weekly/fortnightly hours over the entitlement period. Should there be any inconsistency between the Agreement and the Act, this Agreement shall prevail to the extent of the inconsistency.

**37.2.** Long Service Leave shall be taken as a minimum of one week (meaning Sunday to Saturday inclusive) based on the employees normal hours. Entitled Long Service Leave hours must be taken within five (5) years of becoming due.

### **38. CLAUSE 38 – AGREEMENTS**

**38.1.** Industrial Flexible Agreements (IFAs) may be established for specific operational or work group areas provided that such agreements have a nominal life not exceeding that of the Enterprise Agreement.

**38.2.** Any IFA will not be inferior to the Enterprise Agreement.

**38.3.** Prior to the negotiation of an IFA, the employer will notify the Union and the Consultative Committee of its intention to negotiate an IFA.

**38.4.** IFAs shall be in writing and be signed by the affected parties.

**38.5.** Negotiated IFAs shall be an Appendix to the Enterprise Bargaining Agreement.

**38.6.** Current IFAs contained in Appendix 2 and 3.

### **39. CLAUSE 39 – SUPERANNUATION**

**39.1.** The parties agree that the Statewide Super fund will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.

The amount of employer superannuation contribution means:

**39.1.1.** Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth); and

**39.1.2.** Any additional superannuation contributions that the employer agrees to pay in respect of an employee.

**40. CLAUSE 40 – VOLUNTARY PAYROLL DEDUCTION SERVICES**

- 40.1. The current practice of allowing voluntary payroll deduction services for employees of the Council will be maintained free of charge for the duration of the Enterprise Bargaining Agreement 2016.

**41. CLAUSE 41 – ENTITLEMENT TO CASH OUT ANNUAL LEAVE**

- 41.1. The intent of this clause is to facilitate the cashing out of annual leave when special one off circumstances arise, such as an employee's request to permanently reduce their working hours or a temporary work situation such as a special project which makes the taking of annual leave difficult in that particular year. The parties agree that in the interest of healthy work life balance and work health safety, all efforts must be made to facilitate the taking of annual leave entitlements within a year of accrual as required by the Awards.

- 41.1.1. An Employee may request to cash out an accrued entitlement to annual leave if:

- 41.1.1.1. The Employee makes a request in writing to cash out the amount of annual leave; and
- 41.1.1.2. The Employee has an annual leave balance greater than 228 hours (or pro rata for part time employees) at the time of the request.
- 41.1.1.3. The leave cashed out would not result in the Employee reducing their annual leave accrual to less than 152 hours (or pro rata for part time employees), as at the date of the cashing out.
- 41.1.1.4. The cashed out leave is paid at the Employee's ordinary time rate of pay as at the date on which the cashing out occurs.

- 41.1.2. When considering whether to grant a request to cash out annual leave, Council will consider all relevant matters including but not limited to:

- 41.1.2.1. The intent of this clause;
- 41.1.2.2. Whether the Employee has exhausted his or her entitlement to other forms of paid leave;
- 41.1.2.3. The Employee's taking of leave entitlements for the previous three (3) years; and
- 41.1.2.4. The special or extenuating circumstances.
- 41.1.2.5. If leave cashed out is due to special or extenuating circumstances, the equivalent Time off in Lieu or leave without pay entitlement will be afforded to the employee.

**42. CLAUSE 42 – PAY INCREASES**

- 42.1. Upon registration with regard to the general intent and principles of the Enterprise Bargaining Agreement, the employer agrees to:

- 42.1.1. Pay an across the board increase of 1.85% per annum from the first full pay on or after the 17 September 2016, with a further 1.85% per annum from the first full pay on or after 17 September 2017, and a further 1.85% per annum from the first full pay on or after 17 September 2018 to all employees covered by the Local Government Employees' Award.
- 42.1.2. Pay an across the board increase of 1.85% per annum from the first full pay on or after the 17 September 2016, with a further 1.85% per annum from the first full pay on or after the 17 September 2017, and a further 1.85% per annum from the first full pay on or after the 17 September 2018 to all employees covered by the South Australian Municipal Salaried Officers' Award.

**43. CLAUSE 43 – NO FURTHER CLAIMS**

- 43.1.** All parties undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 43.2.** This Enterprise Bargaining Agreement shall not preclude increases granted by the Federal or State Wage Cases for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**SIGNATORIES**

**THIS AGREEMENT** is made at

**DATED** this 7<sup>th</sup> day of **NOVEMBER**, 2016

Signed for and on behalf of the  
City of Victor Harbor

  
.....  
Chief Executive Officer

In the presence of:

  
.....  
Witness

7/11/16

Signed for and on behalf of the  
Amalgamated Australian Workers'  
Union, South Australian State Union

  
.....  
Branch Secretary

In the presence of:

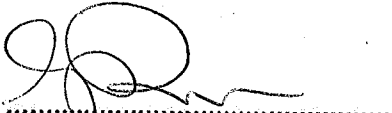
  
.....  
Witness

15/11/16

Signed for and on behalf of the  
Amalgamated Australian Services  
Union, South Australian State Union

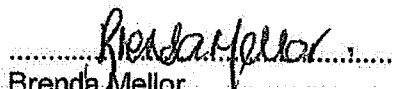
  
.....  
Branch Secretary

In the presence of:

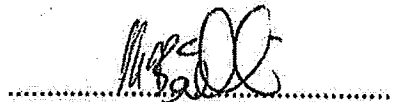
  
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Witness

8.../11/16

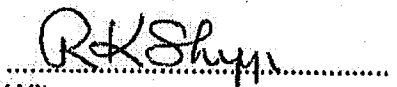
Signed for and on behalf  
Non Australian Service Union Employees

  
.....  
Brenda Mellor  
Employee Representative

And

  
.....  
Matt Baillie  
Employee Representative

In the presence of:

  
.....  
Witness

7.../11/16

## SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD SALARY REGISTER 17/09/2016 (SENIOR OFFICER)

*(Please note the salaries below are rounded to the nearest whole dollar)*

LEVEL	INCREMENT	SALARY (PER ANNUM)				
			Current 17/09/2015	1.85% Increase 17/09/2016	1.85% Increase 17/09/2017	1.85% Increase 17/09/2018
Level 1	Increment	1.1	82,601	84,129	85,686	87,271
		1.2	85,262	86,839	88,446	90,082
		1.3	87,926	89,553	91,209	92,897
Level 2	Increment	2.1	90,588	92,264	93,971	95,709
		2.2	93,251	94,976	96,733	98,523
		2.3	95,914	97,688	99,496	101,336
Level 3	Increment	3.1	98,153	99,969	101,818	103,702
		3.2	102,302	104,195	106,122	108,085
		3.3	105,499	107,451	109,439	111,463
Level 4	Increment	4.1	108,778	110,790	112,840	114,928
		4.2	112,932	115,021	117,149	119,316
Level 5	Increment	5.1	117,271	119,440	121,650	123,901
		5.2	123,442	125,726	128,052	130,421
Level 6	Increment	6.1	126,618	128,960	131,346	133,776
		6.2	131,639	134,074	136,555	139,081
Level 7	Increment	7.1	135,972	138,487	141,050	143,659
		7.2	142,208	144,839	147,518	150,247

## SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD SALARY REGISTER 17/09/2016 (GENERAL OFFICER)

*(Please note the salaries below are rounded to the nearest whole dollar)*

LEVEL	INCREMENT		SALARY (PER ANNUM)			
			Current 17/09/2015	1.85% Increase 17/09/2016	1.85% Increase 17/09/2017	1.85% Increase 17/09/2018
Level 1	Increment	1	48,603	49,502	50,418	51,351
		2	49,671	50,590	51,526	52,479
		3	51,158	52,104	53,068	54,050
		4	52,758	53,734	54,728	55,741
		5	54,329	55,334	56,358	57,401
		6	55,953	56,988	58,042	59,116
Level 2	Increment	1	57,570	58,635	59,720	60,825
		2	59,170	60,265	61,380	62,515
		3	60,766	61,890	63,035	64,201
		4	62,364	63,518	64,693	65,890
Level 3	Increment	1	63,961	65,144	66,349	67,577
		2	65,560	66,773	68,008	69,266
		3	67,156	68,398	69,664	70,953
		4	68,755	70,027	71,322	72,642
Level 4	Increment	1	70,352	71,654	72,979	74,329
		2	71,950	73,281	74,637	76,018
		3	73,547	74,908	76,293	77,705
		4	75,144	76,534	77,950	79,392
Level 5	Increment	1	76,742	78,162	79,608	81,080
		2	78,340	79,789	81,265	82,769
		3	79,936	81,415	82,921	84,455
Level 6	Increment	1	82,601	84,129	85,686	87,271
		2	85,262	86,839	88,446	90,082
		3	87,926	89,553	91,209	92,897
Level 7	Increment	1	90,588	92,264	93,971	95,709
		2	93,251	94,976	96,733	98,523
		3	95,914	97,688	99,496	101,336
Level 8	Increment	1	98,153	99,969	101,818	103,702
		2	102,302	104,195	106,122	108,085
		3	105,499	107,451	109,439	111,463

# **LOCAL GOVERNMENT EMPLOYEES AWARD SALARY REGISTER 17/09/2016**

*(Please note the salaries below are rounded to the nearest whole dollar)  
("Years of service" means total years of service regardless of level)*

GRADE	INCREMENT		SALARY (PER ANNUM)			
			Current 17/09/2015	1.85% Increase 17/09/2016	1.85% Increase 17/09/2017	1.85% Increase 17/09/2018
Grade 1	Yrs of service	1	45,501	46,343	47,200	48,073
		2	46,095	46,948	47,816	48,701
		3	46,679	47,543	48,422	49,318
Grade 2	Yrs of service	1	47,373	48,249	49,142	50,051
		2	47,968	48,855	49,759	50,680
		3	48,553	49,451	50,366	51,298
Grade 3	Yrs of service	1	49,290	50,202	51,131	52,077
		2	49,885	50,808	51,748	52,705
		3	50,469	51,403	52,354	53,322
Grade 4	Yrs of service	1	51,603	52,558	53,530	54,520
		2	52,198	53,164	54,147	55,149
		3	52,782	53,758	54,753	55,766
Grade 5	Yrs of service	1	53,190	54,174	55,176	56,197
		2	53,786	54,781	55,794	56,827
		3	54,368	55,374	56,398	57,442
Grade 6	Yrs of service	1	54,545	55,554	56,582	57,629
		2	55,140	56,160	57,199	58,257
		3	55,725	56,756	57,806	58,875
Grade 7	Yrs of service	1	55,899	56,933	57,986	59,059
		2	56,495	57,540	58,605	59,689
		3	57,080	58,136	59,211	60,307
Grade 8	Yrs of service	1	57,147	58,204	59,281	60,378
		2	57,740	58,808	59,896	61,004
		3	58,324	59,403	60,502	61,621
Grade 8	Landfill		61,331	62,466	63,621	64,798
Grade 9	Yrs of service	1	58,527	59,610	60,713	61,836
		2	59,170	60,265	61,380	62,515
		3	59,821	60,928	62,055	63,203
Grade 10	Yrs of service	1	60,029	61,140	62,271	63,423
		2	60,690	61,813	62,956	64,121
		3	61,357	62,492	63,648	64,826
Grade 11	Yrs of service	1	61,573	62,712	63,872	65,054
		2	62,252	63,404	64,575	65,771
		3	62,936	64,100	65,286	66,494
Grade 12	Yrs of service	1	63,155	64,323	65,513	66,725
		2	63,850	65,031	66,234	67,460
		3	64,550	65,744	66,960	68,199



## APPENDIX 1

### REDEPLOYMENT AND RETRAINING GUIDELINES

#### 1. INTRODUCTION

- 1.1. Council shall endeavour to provide ongoing employment in accordance with Clause Fourteen (14) of this Agreement to any employee whose position is found to be excess to requirements.
- 1.2. The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3. To facilitate redeployment, employees will:
  - 1.3.1. Have assistance in the form of career counselling and the provision of financial advice as appropriate;
  - 1.3.2. Be encouraged to apply for vacant positions at any lever provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate manager and it is consistent with their skills and interests.
- 1.4. At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5. Notwithstanding the contents of these guidelines, the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

#### 2. PURPOSE

- 2.1. The purpose of these guidelines is to enable the management to redeploy people to meet the employer's needs in a fair and consistent manner.

#### 3. RESPONSIBILITY

- 3.1. All officers and employees are responsible for the effective implementation and administration of these guidelines.
- 3.2. The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of these guidelines.
- 3.3. The employee is responsible to genuinely consider all reasonable redeployment options and locations.

#### 4. MANAGEMENT OF REDEPLOYMENT

- 4.1. In accordance with Clause Fourteen (14) of this Agreement, appropriate consultation will occur prior to the introduction of change.
- 4.2. When an employee occupies a position which is declared redundant as a result of the process detailed in Clause Fourteen (14) to requirements, the existing or nominated supervisor shall:
  - 4.2.1. Give the employee written confirmation of the change to their employment conditions;
  - 4.2.2. Retain responsibility for the administration and welfare of the employee until redeployment or the date of redundancy;

- 4.2.3. Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.3. The priority in redeployment is to place the employee in a position of equal full time equivalent (FTE) to their current employment that is acceptable to the employer and the employee. To facilitate this the following options will be considered:
  - 4.3.1. Same job type;
  - 4.3.2. Same work level;
  - 4.3.3. Similar job type or work level (same \$), minor skill difference that can be learnt in 3 to 6 months;
  - 4.3.4. Different job type\*;
  - 4.3.5. Different work level\*.
- \* Employee will be required to undertake appropriate training and skill development.*
- 4.4. The Human Resource Manager will be responsible for coordinating the redeployment program. This will include:
  - 4.4.1. Advising redeployees of appropriate job opportunities;
  - 4.4.2. Arrange a skill survey for each redeployee;
  - 4.4.3. Providing appropriate support and counselling as required;
  - 4.4.4. Re-deployees are properly informed of their employment status;
  - 4.4.5. That the Consultative Committee (includes Unions) is kept informed as appropriate (subject to affected employee's agreement); and
  - 4.4.6. Identified training needs are completed.
- 4.5. The Manager of the area to which the employee is to be redeployed is responsible for:
  - 4.5.1. Supporting employees redeploying to their department/section;
  - 4.5.2. Arranging for employees redeployed to their department/section to be properly inducted into the local work environment paying particular attention to work health safety issues;
  - 4.5.3. Arranging appropriate training for employees who have been redeployed to their department/section;
  - 4.5.4. Preparing ongoing feedback on performance and development;
  - 4.5.5. Temporary redeployee are provided with all necessary support to enable them to properly undertake the temporary assignment.

## 5. EMPLOYMENT REQUIRING REDEPLOYMENT

- 5.1. Employees requiring and taking up redeployment opportunities will be given information and support by their managers to fulfil the following responsibilities:
  - 5.1.1. To fully inform themselves of the various options available;
  - 5.1.2. To actively and positively seek an approved position compatible with their skills;

5.1.3. To seriously consider any positions offered by the employer;

5.1.4. To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

## **6. TRAINING**

6.1. Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training except where such training is for safety reasons.

## **7. TEMPORARY PLACEMENT**

7.1. Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placement to meet customer service needs. Placement of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.

7.2. Where possible temporary placements should be of a reasonable duration, not exceeding four weeks.

7.3. Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

## **8. PROCEDURE**

8.1. The employer will maintain a register of positions declared redundant and affected employees:

8.1.1. Facilitate a skill survey is conducted for each redeployee.

8.1.2. Advise each employee of potential vacancies.

8.1.3. Monitor implementation of training plans.

8.1.4. Inform redeployees of these guidelines.

## **APPENDIX 2**

### **THE GENERAL INSPECTOR WORK AREA**

The General Inspectors have private use of a Council vehicle for the days whilst on call and are paid an availability allowance.

## **APPENDIX 3**

### **HORSE TRAM WORK AREA**

#### **1. CLAUSE 1 - HOURS OF WORK**

- 1.1. The ordinary hours of seventy six (76) hours shall be worked in a two (2) week cycle as per an agreed roster and shall be between 6.30 am to 6.30 pm over seven days per week provided that Work Health & Safety is not compromised by prevailing daylight hours and visibility. Any work undertaken on a Saturday, Sunday or Public holiday shall be paid at the appropriate penalty rates.
- 1.2. By mutual agreement between the Director and the employee, the ordinary hours may be amended. Regular arrangements must be documented in writing.
- 1.3. The Horse Tram will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day. This will mean that a working day may be up to eleven hours at ordinary time by mutual agreement.
- 1.4. All casual seasonal employees will work a minimum of two hours per shift.
- 1.5. Employees may be required to undertake alternative duties prior to utilising time off in lieu when the Horse Tram is closed during ordinary working hours.
- 1.6. All time off in lieu credits can be paid out or accrued on request. All TOIL credits are to be taken by 30 June each year. At the beginning of April the Manager Economic and Tourism Development will agree on arrangements to ensure all TOIL is taken before 30 June. .
- 1.7. Annual Leave and Long service leave shall be given and then taken at a time mutually convenient to the Employer and Employee concerned.

#### **2. CLAUSE 2 - WORK BREAKS**

- 2.1. In accordance with the Local Government Employees Award (Clause 6.2 - Work Breaks), a morning work break will need to occur after three hours of continuous work. This work break shall be of 15 minutes duration (paid).
- 2.2. Should work patterns require a second break in the afternoon under the provisions of the Award it shall be taken. This break shall also be of 15 minutes duration (unpaid) and will require the employee to work beyond the span of ordinary hours (clause 8) by 15 minutes on the day or days that such an afternoon break is taken.
- 2.3. The lunch break is to be in the first instance and where possible staggered and taken within 5 hours of commencement of employment for the day. Preferably between Noon and 2pm.

#### **3. CLAUSE 3 - ON THE JOB START AND JOB ROTATION**

- 3.1. Employees' work shall be undertaken in accordance with programs developed by the Director.
- 3.2. To facilitate flexibility in the arrangement of work and to ensure service quality, employees may be rotated across a range of work functions, subject to the employee's skill, competency and training. The duties as per the relevant Job Descriptions will be undertaken at the horse paddock and horse tram operation.
- 3.3. Employees may be required to commence work at the Horse Tram stables, offices or barn.

#### **4. CLAUSE 4 - WAGES AT FIRST PAY PERIOD ON OR AFTER 17 SEPTEMBER 2016**

- 4.1. Full time positions in the Horse Tram Team will be paid at the appropriate Local Government Employee Award level. Positions not covered by the appropriate Local Government Employee Award level, those being the Horse Tram Coordinator will be at the Municipal Employee Level (seven) 7, Assistant Horse Tram Coordinator and Horse Husbandry at Municipal Level (six) 6.

- 4.2.** Casual seasonal Horse Tram Employees at Horse Tram Municipal Employee Grade 4 as required by roster and at Junior Rates as follows:

20 years of age at 90% of Horse Tram Municipal Employee Level 4  
19 years of age at 80% of Horse Tram Municipal Employee Level 4  
18 years of age at 70% of Horse Tram Municipal Employee Level 4  
17 years of age at 60% of Horse Tram Municipal Employee Level 4

- 4.3.** All other allowances except for meals, drivers' licence and motor vehicle are incorporated in the base rates.

**5. CLAUSE 5 - EMPLOYMENT RELATIONSHIPS**

- 5.1.** New casual employees based at the Horse Tram shall have their performance assessed prior to the conclusion of the 3-month employment period.
- 5.2.** Where relevant the employer will provide adequate training in functions relevant to the operation of the Horse Tram.