

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-00022

Applicant Victor Harbor Horse Tram Authority , Brittany Edwards , Luke Ridley , William Gunter , Amalgamated Australian Workers Union (SA) State Union (AWU)

Other parties

Orders - Approval of Enterprise Agreement

Victor Harbor Horse Tram Authority Enterprise Agreement 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 31 March 2020 and have a life extending until 30 June 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

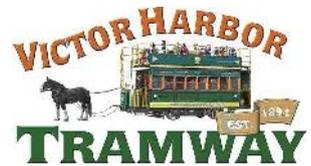
Commissioner Cairney

31 Mar 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



VICTOR HARBOR HORSE TRAM AUTHORITY ENTERPRISE BARGAINING AGREEMENT 2019



1. CLAUSE 1 – TITLE

The Agreement shall be entitled Victor Harbor Horse Tram Authority Enterprise Bargaining Agreement 2019.

2. CLAUSE 2 – ARRANGEMENT

1. [Title](#)
2. [Arrangement](#)
3. [Definitions](#)
4. [Application](#)
5. [Period of Operation](#)
6. [Relationship to Current Awards](#)
7. [Intent and Objectives](#)
8. [Consultative Mechanism](#)
9. [Employee Relations](#)
10. [Change Management and Employee Protection](#)
11. [Stand Down of Employees](#)
12. [Work Health and Safety](#)
13. [Dispute Settlement Procedure](#)
14. [Flexible Hours and Work Practices](#)
15. [Part Time Employees](#)
16. [Agency/Labour Hire Employees](#)
17. [Carer's Leave](#)
18. [Parental Leave](#)
19. [Bereavement Leave](#)
20. [Annual Leave Loading](#)
21. [Professional Development Leave](#)
22. [Breast Feeding](#)
23. [Personal Leave](#)
24. [Family Violence Leave](#)
25. [Long Service Leave](#)
26. [Training and Skills Development](#)
27. [Uniform and Protective Clothing](#)
28. [Income Protection](#)
29. [Allowances and Expense Reimbursements](#)
30. [Agreements](#)
31. [Superannuation](#)
32. [Entitlement to Cash Out Annual Leave](#)
33. [Wages](#)
34. [Pay Increases](#)
35. [No Further Claims](#)

[Appendix 1 – Redeployment and Retraining Guidelines](#)

3. CLAUSE 3 – DEFINITIONS

3.1. For the purposes of the Agreement:

Agreement means Victor Harbor Horse Tram Authority Enterprise Bargaining Agreement 2019;

Award means Local Government Employees' Award (LGEA);

Authority means the Victor Harbor Horse Tram Authority;

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;

Employee means any employee of the Victor Harbor Horse Tram Authority who performs work covered by this Agreement and the Award;

Employer means the Victor Harbor Horse Tram Authority;

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 26;

Journey Injury Insurance means an insurance that covers employees of 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;

Union means the Amalgamated Australian Workers' Union, South Australian State Union;

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 Victor Harbor Horse Tram Authority (the Authority), the Amalgamated Australian Workers' Union, South Australian State Union (AWU) (the Union), and all employees of the Authority who are employed pursuant to the Local Government Employees Award.

5. CLAUSE 5 - PERIOD OF OPERATION

5.1. This agreement shall commence from the date of certification and remain in force until 30 June 2022. 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 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 Union party to this Agreement in respect of all its employees who are eligible to be members of the Union. This Agreement shall be read in conjunction with the Authority's Policies and Procedures.

7. CLAUSE 7 – INTENT AND OBJECTIVES

- 7.1.** The economic health of the Authority 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 Authority 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:
- 7.1.1** The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further ongoing harmonious industrial relations;
 - 7.1.2** 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;
 - 7.1.3** Reviewing and improving work arrangements;
 - 7.1.4** Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Authority and the achievement of real and sustainable improvements in productivity;
 - 7.1.5** Adopting of practices to improve standards of Work Health and Safety;
 - 7.1.6** Looking at new ways of improving work practices and reduction of wastage and lost time;
 - 7.1.7** Continuing development and adoption of initiatives designed to enhance the Authority's performance;
 - 7.1.8** Continuously looking at new ways to improve processes, productivity and customer satisfaction;
 - 7.1.9** Ensuring the Authority'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 Authority;
 - 7.1.10** 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 establishment of 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.** Victor Harbor Horse Tram Employees
 - 8.3.2.** One (1) Industrial Advisor from the Australian Workers Union when required
 - 8.3.3.** General Manager, Victor Harbor Horse Tram Authority

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 the Authority.

9. CLAUSE 9 – EMPLOYEE RELATIONS

- 9.1.** The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 9.2.** 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.
- 9.3.** 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.

10. CLAUSE 10 – CHANGE MANAGEMENT AND EMPLOYEE PROTECTION

- 10.1.** The Authority shall advise relevant employees, the Union 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. All notifications and information provided to employees and the Union shall be in writing.
- 10.2.** 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.
- 10.3. General Principles**
 - 10.3.1.** The Enterprise Bargaining Agreement accepts no forced redundancies for the life of the Agreement.
 - 10.3.2.** Any determination being made regarding any redundant positions will be made by the Authority in conjunction with the EB Committee (includes Union) and following a service review process.
 - 10.3.3.** 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:
 - 10.3.3.1.** Redeployment to a position of the same classification level;
 - 10.3.3.2.** Redeployment to a position of a lower classification level with maintenance of income;
 - 10.3.3.3.** Voluntary Separation Package.
- 10.4.** 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.
- 10.5. Obligation on the Authority to notify in case of likely significant operational change**
 - 10.5.1.** The Authority will notify affected Employees (includes Union) of likely and significant operational changes that would, if implemented, significantly affect one or more Employees.

10.5.2. Significant operational change includes:

- 10.5.2.1.** The reduction / removal of employment positions;
 - 10.5.2.2.** Major changes in the composition, operation or size of the Authority's workforce or the skills required of Employees;
 - 10.5.2.3.** The elimination or diminution of job opportunities, promotion opportunities or tenure in the Authority;
 - 10.5.2.4.** A change to hours of work; and
 - 10.5.2.5.** The need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 10.5.3.** Redundancy means the reduction / removal of employment position(s) due to the Authority no longer requiring that position(s) to be performed by Authority employees, and redundant has a corresponding meaning.
- 10.5.4.** All notifications and information provided to Employees and the Union will be in writing. This may occur by email.

10.6. Preliminary Consultation

- 10.6.1.** If the Authority provides notice in accordance with the general principles of this clause, it will consult with the affected Employees and Union.
- 10.6.2.** The Employees, Union and the Authority may reach agreement to hold a special meeting to discuss the likely significant operational change.
- 10.6.3.** The discussions with the Employees and Union will include:
 - 10.6.3.1.** The reason for the likely or proposed significant operational change
 - 10.6.3.2.** The measures that the Authority proposes to avoid or minimise the significant effects on Employees
 - 10.6.3.3.** The number and categories of Employees likely to be affected: and
 - 10.6.3.4.** When the redundancy(s) / redeployment(s) are likely to occur if the changes are to proceed
- 10.6.4.** For the purpose of such discussions, the Authority must, as soon as practicable, provide in writing to the Employees concerned and the relevant Union, all relevant information about the likely significant change.
- 10.6.5.** For "commercial in confidence reasons", the Authority 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.

10.7. Final Decision

- 10.7.1.** The Authority 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.

10.8. Redeployment

- 10.8.1.** Where the Authority 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 the Authority in accordance with the redeployment and training guidelines in Appendix 1.
- 10.8.2.** 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.
- 10.8.3.** Offers of redeployment whether to an equal classification level or lower classification level will be entirely at the discretion of the Authority.
- 10.8.4.** 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.

- 10.8.5. The employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- 10.8.6. 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.
- 10.8.7. The Redeployment and Re-training Guidelines shall be adhered to as provided in Appendix 1.

10.9. Transfer of Lower Paid Duties

- 10.9.1. 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.
- 10.9.2. The Employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- 10.9.3. 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.
- 10.9.4. The redeployee has up to the three (3) months from commencement in the redeployment position to accept a voluntary separation package.
- 10.9.5. The Redeployment and Re-training Guidelines are as provided in Appendix 1.

10.10. Voluntary Separation Package

- 10.10.1. Should the employee elect to take a Voluntary Separation Package, that package should comprise of:
 - 10.10.1.1. Ten (10) weeks' notice of termination or payment of total weekly wage in lieu thereof;
 - 10.10.1.2. 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;
 - 10.10.1.3. Pro rata Long Service Leave shall be paid for completed years of service whether or not seven years' service has been attained.

11. CLAUSE 11 – STAND DOWN OF EMPLOYEES

- 11.1. In the event that the Authority is unable to operate, Clause 4.6 Stand Down of Employees of the Award will apply. With the exception of stand down due to weather conditions any such stand down will be on full pay.

12. CLAUSE 12 – WORK HEALTH SAFETY

- 12.1. The Authority is committed to continuous improvement in the provision of a safe working environment for employees at all times.
- 12.2. The employer and the Union shall give full cooperation to the achievement of high standards of Work Health and Safety.
- 12.3. 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.

13. CLAUSE 13 – DISPUTE SETTLEMENT PROCEDURE

13.1. 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.

13.2. 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

Week 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

Week 2

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.

Stage 3

Week 3

If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Employment Tribunal 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.

14. CLAUSE 14 – FLEXIBLE HOURS AND WORK PRACTICES

14.1. Work Practices

14.1.1. 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.

14.1.2. 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.

14.1.3. The parties are committed to implementing change (including technological) to improve work processes.

14.1.4. 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.

14.1.5. 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.

14.2. Hours of Work - Flexible Hours Arrangement

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

14.2.2. The following flexible arrangements are to apply:

14.2.2.1. 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 7.00 am to 7.00 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, Public holiday or over 76 hours per fortnight shall be paid at the appropriate penalty rates.

- 14.2.2.2. By mutual agreement between management and the employee, the ordinary hours may be amended. Regular arrangements must be documented in writing.
- 14.2.2.3. 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.
- 14.2.2.4. All casual seasonal employees will work a minimum of two hours per shift.
- 14.2.2.5. Junior casual employees can work a minimum of 1 hour per shift by agreement so as to allow them to work before school (refer to Clause 14.4.1).
- 14.2.2.6. 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.
- 14.2.2.7. 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 Management will agree on arrangements to ensure all TOIL is taken before 30 June.
- 14.2.2.8. Annual Leave and Long service leave shall be given and then taken at a time mutually convenient to the Employer and Employee concerned.

- 14.2.3. 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.

14.3. Work Breaks

- 14.3.1. 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).
- 14.3.2. 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 14.2.2.1) by 15 minutes on the day or days that such an afternoon break is taken.
- 14.3.3. 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.

14.4. Junior Development program

- 14.4.1. This role would be set up so as to encourage younger people to get involved from an early stage helping out with the paddock clean up and feeding of the horses as per job description. A minimum of 1 hr work by agreement would be set so as to allow them to get to school in time for class on week days.

14.5. On the Job Start and Job Rotation

- 14.5.1. Employees' work shall be undertaken in accordance with programs developed by management.
- 14.5.2. 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.
- 14.5.3. Employees may be required to commence work at the Horse Tram stables, offices or barn.

15. CLAUSE 15 – PART TIME EMPLOYEES

- 15.1.** Any employee employed on less than a full-time basis may be engaged as a permanent/part-time employee.
- 15.2.** Where a permanent/part-time employee agrees, such employee may work up to seventy-six (76) hours per fortnight over a seven (7) day roster within the normal span of hours without attracting overtime. All work performed in excess of seventy-six (76) hours per fortnight or work performed out of the normal span of hours as detailed in Clause 14 and shall be paid at the appropriate penalty rates.
- 15.3.** 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 two (2) hours.
- 15.4.** Adjustments to all entitlements are to be made proportionate to the additional hours worked over the officer's contractual hours of duty.
- 15.5.** Split shifts can be worked as long as both portions of the shifts are a minimum of 2 hours.

16. CLAUSE 16 – AGENCY/LABOUR HIRE EMPLOYEES

- 16.1.** The Authority 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 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 the Authority. Agency/labour hire employees will not be engaged for a term of employment exceeding twelve (12) months unless approved by the Enterprise Bargaining Committee.

17. CLAUSE 17 – CARER'S LEAVE

- 17.1.** Employees who make application may be granted by the Authority (or his/her delegate) up to twelve (12) months leave without pay to care for an immediate family member subject to the following conditions:
- 17.1.1.** The employee shall have four (4) years continuous service with the City of Victor Harbor and/or the Authority at the time of taking the leave.
 - 17.1.2.** The employee must be the primary care-giver for the person cared for.
 - 17.1.3.** The person cared for must be a member of the employee's immediate family.

The term 'immediate family' includes a spouse, a de facto 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.

- 17.2.** Absence on carer's leave shall not break the continuity of service of an employee, but the period of leave shall not be considered (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.

17.3. 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.

17.4. 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.

18. CLAUSE 18 – PARENTAL LEAVE

18.1. 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.

18.2. Entitlements will continue to accrue whilst employee's access paid Parental Leave as provided by this agreement.

19. CLAUSE 19 – BEREAVEMENT LEAVE

19.1. Bereavement leave will be granted in accordance with the Award.

19.2. Upon written request from the employee, more favourable terms of leave may be granted by the Authority if satisfied in any particular case that the leave provision of the relevant Award is considered inadequate.

20. CLAUSE 20 – ANNUAL LEAVE LOADING

20.1. 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 employee's annual salary as at the 30 November of each year.

21. CLAUSE 21 – PROFESSIONAL DEVELOPMENT LEAVE

21.1. Employees who make application may be granted (by the General Manager 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 four (4) years continuous service at the time of commencing the leave.

21.1.1. All applications will be considered on their merits considering operational arrangements and practicalities, and the demonstrated benefits to the Authority.

21.1.2. Absence on professional development leave shall not break the continuity of service of an employee, but the period of leave shall not be considered in calculating the period of service for any purpose defined in the Award or Agreement.

21.1.3. 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.

21.1.4. 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.

21.1.5. Professional development leave shall not be taken in conjunction with Carers Leave (unless special or extenuating circumstances arise and are approved by the General Manager) or 'back to back', i.e. an employee must have completed the

qualifying period of service [four (4) years continuous service] to be eligible for each instance of professional development leave.

22. CLAUSE 22 – BREASTFEEDING

22.1. General

- 22.1.1.** The Employer is committed to supporting an appropriate work/life balance for employees through the provision of ‘family friendly’ entitlements, including in relation to the entitlement to breastfeed at work.
- 22.1.2.** The Employer recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. ‘Breastfeeding’ includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.
- 22.1.3.** The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 22.1.4.** The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing –
 - flexible work arrangements to support breastfeeding; and
 - access to lactation breaks and support facilities.

22.2. Provision of flexible work arrangements to support breastfeeding

- 22.2.1.** The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented only with the consent of the breastfeeding mother.
- 22.2.2.** These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.
- 22.2.3.** The Employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

22.3. Providing access to lactation breaks and support facilities

- 22.3.1.** The Employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
- 22.3.2.** Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.

23. CLAUSE 23 – PERSONAL LEAVE

23.1. 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.

- 23.1.1.** 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.

23.2. Subject to Clause 23.3, 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 personal leave.

23.3. An employee shall be allowed a maximum aggregate of five days personal sick leave/family leave per annum without a medical certificate, provided that for any period of personal 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.

- 23.4.** An employee, who is absent from duty where there is a requirement to care for a member of the employee's family or household due to injury or illness, or where special circumstances require the use of personal leave for family needs, shall be entitled to leave with full pay. An employee will not be required to provide a medical certificate or other reasonable evidence of taking the leave unless two consecutive days or more, or five single days are taken.
- 23.5.** All other Award provisions to apply.

24. CLAUSE 24 – FAMILY VIOLENCE LEAVE

24.1. General Principle

- 24.1.1.** The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

24.2. Definition of Family Violence

- 24.2.1.** The employer accepts the definition of Family Violence as stipulated in the Domestic Violence Act 1994 (SA). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

24.3. General Measures

- 24.3.1.** Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- 24.3.2.** All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 24.3.3.** No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 24.3.4.** An employee experiencing family violence may raise the issue with the General Manager.
- 24.3.5.** The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

24.4. Leave

- 24.4.1.** An employee experiencing family violence will have access up to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence.
- 24.4.2.** This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 24.4.3.** An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

24.5. Individual Support

- 24.5.1.** In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
- (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;

- (iii) relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

24.5.2. An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

25. CLAUSE 25 – LONG SERVICE LEAVE

- 25.1.** 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.
- 25.2.** Long Service Leave shall be taken as a minimum of one week (meaning Sunday to Saturday inclusive) based on the employee's normal hours. Entitled Long Service Leave hours must be taken within five (5) years of becoming due.
- 25.3.** Employees who make application may be granted (by the General Manager or his/her delegate) single day's use of Long Service Leave in extenuating circumstances.

26. CLAUSE 26 – TRAINING AND SKILLS DEVELOPMENT

- 26.1.** The parties recognise that the achievement of increased efficiency, productivity and contestability for the Authority requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.
- 26.2.** The Authority has a commitment to the on-going training and professional development of its employees and development of a multi-skilled workforce.
- 26.3.** The parties to this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Authority 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.
- 26.4.** 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.
- 26.5.** The Authority 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. The Authority 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 the Authority in line with the plan.
- 26.6.** The Authority 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.
- 26.7.** The Authority is committed to the maximum use of existing training opportunities wherever possible and supports the work of bona fide organisations involved in this field.
- 26.8. Principles**
- The following principles shall apply with reference to the implementation of the Authority's staff training policy.
- 26.8.1.** All staff have the right to access adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.

- 26.8.2. The training needs of staff should be addressed regularly in the normal course of supervision.
- 26.8.3. The active participation of staff in determining their own training needs will ensure a more productive and satisfied workforce.
- 26.8.4. 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.
- 26.8.5. Training should seek to address change which constantly occurs in today's workforce, including technological change.
- 26.8.6. The Authority will maintain a training policy.

27. CLAUSE 27 – UNIFORM AND PROTECTIVE CLOTHING

- 27.1. All staff shall be provided with uniform and protective clothing in accordance with Award provisions.

28. CLAUSE 28 – INCOME PROTECTION

- 28.1. The Authority will provide Group Personal Accident and Illness and Journey Injury Insurance through the Local Government Risk Services for all employees covered by the Agreement.
- 28.2. 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 the Authority. The period of time absent on income protection or journey injury insurance will not break service, but shall not count towards service.

29. CLAUSE 29 – ALLOWANCES AND EXPENSE REIMBURSEMENTS

- 29.1. All allowances payable under the Local Government Employee's Award, with the exception of the allowances for Driver's Licence, First Aid and Meal have been included in the annual salary paid to all employees.

30. CLAUSE 30 – AGREEMENTS

- 30.1. 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.
- 30.2. Any IFA will not be inferior to the Enterprise Agreement.
- 30.3. Prior to the negotiation of an IFA, the employer will notify the Union and the Consultative Committee of its intention to negotiate an IFA.
- 30.4. IFAs shall be in writing and be signed by the affected parties.
- 30.5. Negotiated IFAs shall be an Appendix to the Enterprise Bargaining Agreement.

31. CLAUSE 31 – SUPERANNUATION

- 31.1. 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:

- 31.1.1. 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
- 31.1.2. Any additional superannuation contributions that the employer agrees to pay in respect of an employee.

32. CLAUSE 32 – ENTITLEMENT TO CASH OUT ANNUAL LEAVE

32.1. 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.

32.1.1. An Employee may request to cash out an accrued entitlement (accrued with either the City of Victor Harbor and/or the Authority) to annual leave if:

- 32.1.1.1.** The Employee makes a request in writing to cash out the amount of annual leave; and
- 32.1.1.2.** The Employee has an annual leave balance greater than 228 hours (or pro rata for part time employees) at the time of the request.
- 32.1.1.3.** 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.
- 32.1.1.4.** 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.

32.1.2. When considering whether to grant a request to cash out annual leave, the Authority will consider all relevant matters including but not limited to:

- 32.1.2.1.** The intent of this clause;
- 32.1.2.2.** Whether the Employee has exhausted his or her entitlement to other forms of paid leave;
- 32.1.2.3.** The Employee's taking of leave entitlements for the previous three (3) years; and
- 32.1.2.4.** The special or extenuating circumstances.
- 32.1.2.5.** 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.

33. CLAUSE 33 – WAGES

33.1. It is agreed that the pay period will be fortnightly commencing on a Monday and completing on a Sunday, with the pay day to be Wednesday following completion of a pay period.

33.2. Employees 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 Assistant Manager will be at the Municipal Employee Grade 7, and Team Leader Horse Husbandry at Municipal Employee Grade 6.

33.3. Employees who are given a higher responsibility than Grade 4 Horse Tram Operators but less responsibility than the Team Leader Horse Husbandry will be paid Horse Tram Municipal Employee Grade 5 and duties will be as per Schedule 7 Classification Criteria of the Award.

33.4. Casual seasonal employees and part time employees working as Horse Tram Operators will be paid 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 Grade 4
- 19 years of age at 80% of Horse Tram Municipal Employee Grade 4
- 18 years of age at 70% of Horse Tram Municipal Employee Grade 4
- 17 years of age at 60% of Horse Tram Municipal Employee Grade 4

Junior Development role:

- Under 17 years of age at 50% of Horse Tram Municipal Employee Grade 4

33.5. All other grades will be classified as per as per Schedule 7 Classification Criteria of the Local Government Employees Award.

34. CLAUSE 34 – PAY INCREASES

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

34.1.1. Pay an across the board increase of 2% per annum from the first full pay on or after the 1 July 2020 and a further increase of 2% per annum from the first full pay on or after 1 July 2021 to all employees covered by the Local Government Employees' Award.

35. CLAUSE 35 – NO FURTHER CLAIMS

35.1. 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.

35.2. 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.

**LOCAL GOVERNMENT EMPLOYEES AWARD
SALARY REGISTER 1/07/2020**

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

GRADE	INCREMENT		SALARY (PER ANNUM)		
			<i>Current 17/09/2019</i>	<i>2% Increase 1/07/2020</i>	<i>2% Increase 1/07/2021</i>
Grade 1	Yrs of service	1	49,035	50,016	51,016
		2	49,675	50,668	51,682
		3	50,304	51,310	52,337
Grade 2	Yrs of service	1	51,052	52,073	53,115
		2	51,694	52,727	53,782
		3	52,324	53,370	54,437
Grade 3	Yrs of service	1	53,118	54,181	55,264
		2	53,759	54,834	55,931
		3	54,388	55,476	56,586
Grade 4	Yrs of service	1	55,611	56,723	57,857
		2	56,252	57,377	58,524
		3	56,881	58,018	59,179
Grade 5	Yrs of service	1	57,321	58,468	59,637
		2	57,963	59,122	60,305
		3	58,591	59,763	60,958
Grade 6	Yrs of service	1	58,781	59,956	61,156
		2	59,423	60,611	61,824
		3	60,052	61,253	62,478
Grade 7	Yrs of service	1	60,241	61,446	62,674
		2	60,882	62,100	63,342
		3	61,513	62,743	63,998
Grade 8	Yrs of service	1	61,585	62,817	64,073
		2	62,224	63,468	64,738
		3	62,854	64,111	65,393

APPENDIX 1

REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1. The Authority shall endeavour to provide ongoing employment in accordance with Clause Ten (10) 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 Eight (8) 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 Ten (10) to requirements, the Manager 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 manager) 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 General Manager of the Authority 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.** Redeployees are properly informed of their employment status;
- 4.4.5.** That the Union 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 Authority is responsible for:

- 4.5.1.** Supporting redeploying employees;
- 4.5.2.** Arranging for employees redeployed 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;
- 4.5.4.** Preparing ongoing feedback on performance and development;
- 4.5.5.** Temporary redeployees are provided with all necessary support to enable those 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 Manager 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.
- 7.3.** The Manager will monitor all temporary placement arrangements to ensure that the employee's needs and the Authority'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.