

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-20-02629

**Applicant** Adelaide Hills Council, Steven Watson, Rebecca VanDiemen, The  
Australian Services Union

### Orders - Approval of Enterprise Agreement Adelaide Hills Council Office Enterprise Development Agreement 2019, No. 9

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 28 September 2020 and shall expire on 30 June 2022.

A handwritten signature in black ink, reading 'PJ McMahon', is written over a light blue rectangular background.

**Commissioner McMahon**

**09 Nov 2020**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





**ADELAIDE HILLS COUNCIL  
OFFICE ENTERPRISE DEVELOPMENT AGREEMENT 2019, No. 9**

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# OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

## PART 1. OPERATION OF AGREEMENT

### 1.1 TITLE

This Agreement will be known as Adelaide Hills Council Office Enterprise Development Agreement 2019, No. 9 (Agreement).

### 1.2 APPLICATION

This Agreement will be binding in its terms and conditions upon the following persons and organisations ("the parties"):

- a. Adelaide Hills Council (Council);
- b. Employees of Council employed pursuant to the South Australian Municipal Salaried Officers Award (Award). The Chief Executive Officer and employees that are employed under an individual employment agreement are specifically excluded from the terms and conditions of this Agreement;
- c. The Amalgamated ASU (SA) State Union, known as the Australian Services Union (ASU).

### 1.3 PREVIOUS AGREEMENTS AND THE PARENT AWARD

This Agreement supersedes and entirely replaces all previously certified Agreements relating to office employees.

This Agreement shall be read in conjunction with the terms of the Award, as amended, provided that if there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

### 1.4 PERIOD OF OPERATION

This Agreement shall commence upon approval by the South Australian Employment Tribunal (SAET) and remain in force until 30/6/2022. Negotiations for the new Agreement should commence ten (10) months prior to the expiry date.

### 1.5 DEFINITIONS

In this Agreement, unless otherwise stated –

<b>Act</b>	means the Fair Work Act 1994, as amended from time to time.
<b>Agreement</b>	means Adelaide Hills Council Office Enterprise Development Agreement 2019, No. 9.
<b>Award</b>	means the South Australian Municipal Salaried Officers Award, as amended from time to time.
<b>Casual</b>	means an employee who is engaged under an hourly contract of hire and paid a casual loading.

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### **Consultation**

means the sharing of information and the exchange of views between Council and its employees before a final decision is made by Council which is likely to have significant consequences for employees. It includes a bona fide opportunity for employees to have their viewpoints heard and to influence the decision maker and requires the decision maker to give genuine consideration to, and take into account, the views of directly affected employees and their representatives (including the relevant Union). Consultation does not mean agreement will be reached.

### **Contestability**

means testing the services of Council against the market at set intervals to determine the efficiency and effectiveness of the service provided.

### **Council**

means the Employer, Adelaide Hills Council.

### **Employee Assistance Program**

means the provision of access to counselling on a confidential basis, with the objective of improving the well-being of employees.

### **Employee**

means an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of the Award.

### **Employee Representative**

means an employee elected by employees, to represent them in matters that affect their employment, conditions or for other discussions with management.

### **Employer**

means Adelaide Hills Council.

### **Enterprise Development Team**

means the membership (Management and Employee Representatives) elected to undertake the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements and addressing concerns and/or disputes arising from the operation of this Agreement.

### **Front Line Staff**

means an employee deemed by management to be in regular face to face contact with external customers.

### **SAMSOA**

see Award.

### **Significant Consequences**

means substantial change in the composition, operation or size of Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, potential redundancy the alteration of core hours of work or span of hours, permanent transfer of employees to another worksite and the restructuring of jobs.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### **Outplacement Assistance**

means assessing and preparing an employee to secure future employment. This may be attained through attendance at training programs, obtaining financial guidance, attending an actual outplacement program or similar services. It may also include the purchase of equipment for the purpose of establishing a business or employment related activities.

### **Part time**

means an employee who performs work less than 38 hours per week on a regular weekly basis.

### **Payment in lieu**

means a payment (as used in Part 8 of this Agreement) made by Council to a redundant employee when Council does not give ten (10) weeks' notice for termination of employment. The calculation of the payment in lieu shall be based on 10 times the weekly salary at the time of termination.

### **People Leader**

means the person who is responsible for the day-to-day supervision of an employee as nominated by Council.

### **Redundant**

means a position that has been identified as surplus to requirements or where a redeployed position has not been attained.

### **Salary**

means the employee's classified salary pursuant to the Award and the salary contained in this Agreement.

### **Self Organised Work Team**

means an efficient and market competitive business unit, where the allocation of funds to the unit are for specific projects. These self organised work teams will operate with clear specifications and guidelines focused on service delivery.

### **Support Staff**

means an employee deemed by management not to have regular face to face contact with external customers.

### **Union**

means the Australian Municipal, Administrative, Clerical and Services Union, known as the Australian Services Union (ASU).

### **Unsociable hours**

means hours worked outside of the span of hours.

### **Workplace Representative**

means a union member (or members) elected by the membership from the membership appointed under the rules of the Unions, whose role is to represent them in matters that affect their employment, conditions or for other discussions with management.

## **PART 2. PRINCIPLES**

### **2.1 OBJECTIVES**

The objectives of this Agreement are to enable:

- a. Improved service delivery to the Adelaide Hills Council community.
- b. Council to anticipate and plan for future change.
- c. Employees to have the competence and resources to do what is required of them now and in the future.
- d. Organisational and personal work goals to be reached.

### **2.2 STRATEGIC LINKS**

This Agreement aims to provide fair and agreed conditions of employment to enable Council to employ and retain a well-trained and motivated workforce. This enables Council to deliver a range of services to our community as defined within our Strategic Management Plan and Corporate Plan.

It is agreed by employees of Council that we will seek to deliver effective, cost efficient and customer focused services.

### **2.3 CUSTOMER SERVICE**

Council and its employees recognise the importance of being community focused and committed to providing a high level of quality service to our customers (including but not limited to ratepayers, residents and visitors). Information on the values and behaviours expected of all employees are contained in our Customer Service Framework. Council will provide ongoing customer service training to employees. Our level of Customer Service will be measured using performance indicators, and our performance against service standards shared with the community.

### **2.4 ACHIEVING A SUSTAINABLE ORGANISATION**

As a means of pursuing long term sustainable organisation, the parties are committed to continuous improvement through improved business processes, customer service, work practices and culture.

### **2.5 CONTINUOUS IMPROVEMENT**

The parties agree that participation by employees is essential in decisions which involve work methods and related practices. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve workplace operations and to engender a sense of commitment through the ability to influence matters which affect the way work is performed.

Continuous improvement is a key to ensuring Council provides appropriate quality, cost effective services to the community. As part of meeting the changing needs of the community, services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.



## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

The shared aims of the parties are to co-operatively and constructively work together in achieving benefits for:

- a. Council and its employees by continually improving existing workplace methods, practices, quality and productivity.
- b. The community, through improved service delivery, increased value for money and a more efficient and effective Council.
- c. Employees, through improved salary and conditions as reflected by the improvements made in flexibilities and performance as contained in this agreement.

All of the above will be achieved within a framework of active employee involvement and participation, operating as a work team to accept greater responsibility and accountability for improving Council's efficiency and productivity.

### 2.6 DEVELOPING OUR WORKPLACE CULTURE

Council understands that effective leadership and teamwork are crucial to achieving its goals, maximising community benefit and employee satisfaction. The parties will work towards building a workplace culture that shows mutual concern for getting the job done (task) and for satisfying the needs of the individual or group (people). Basic characteristics of a positive culture include:

- a. A tendency toward consensus decision making.
- b. The ability to generate creative solutions.
- c. A high level of enjoyment and satisfaction.
- d. A commitment to increasing organisational effectiveness.

### 2.7 WORK HEALTH AND SAFETY

To ensure as far as reasonably practicable, that via a Management Systems Approach to Work Health and Safety and Injury Management, employees are provided with a healthy and safe system of work.

### 2.8 FAMILY FRIENDLY COMMITMENT

Council recognises that achieving a balance between employment and family responsibilities is important for employees' health and wellbeing and their productivity at work. Council is committed to providing a family friendly organisation through:

- a. Paid parental and adoption leave.
- b. Access to personal leave to deal with family sickness, personal, family and emergency household matters.
- c. Flexible working arrangements "banked time" through:
  - i. Flexi-time.
  - ii. Accumulation of time off in lieu.
  - iii. The right to access time in lieu at short notice for family and personal matters.
  - iv. Access to one or more days annual at short notice.
- d. Special leave without pay.
- e. Breastfeeding entitlements.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 2.9 ENTERPRISE DEVELOPMENT TEAM (EDT)

Council and its employees, agree that the development and operation of this Agreement will be facilitated through the Office Enterprise Development Team (EDT).

A genuinely consultative, collaborative and team approach is required in order to effectively meet the current and emerging needs of all stakeholders and, in doing so, develop the organisation and its employees.

1. The role of the Office Enterprise Development Team (Office EDT) is to:
  - a. oversee the development and implementation of this Agreement;
  - b. operate as the consultative mechanism for negotiating, reviewing and monitoring this Agreement;
  - c. attempt to resolve concerns and/or disputes arising from the operation of this Agreement; and
  - d. contribute to building a culture where involvement in the EDT results in all members feeling valued, respected, empowered, and committed to the shared principles and values.
2. All Office EDT members will remain focused on the following aims:
  - a. Engage in discussions in good faith.
  - b. Building and maintaining the sustainability of Council.
  - c. Building and maintaining the positive wellbeing of employees.
3. The operation of the Office EDT as a consultative structure to discuss the Agreement does not preclude the operation of other consultative processes.
4. The Office EDT shall consist of:
  - a. Up to four (4) Employer Representatives.
  - b. Up to two (2) Employee Representatives, elected by employees generally at the workplace.
  - c. Up to two (2) Workplace Representatives nominated by the Union members at the workplace.
  - d. Council's Executive Manager Organisational Development (or nominee) will facilitate the process.
  - e. A Union Official may be called upon on an as needs basis.
5. EDT representatives will be appointed for a period of two (2) years and can be renominated for another term.
6. When a casual vacancy occurs for any of the employee or workplace representatives, these members will be replaced through a nomination and election process.
7. Quorum for the Office EDT shall be at least one employee representative, one workplace representative and one employer representative.
8. Employees may be invited to attend a meeting of the Office EDT to provide a verbal submission or information or clarity to an item being discussed by the EDT. Employees attending the Office EDT are not part of the EDT.
9. Having regard to the role for which it is established, the Office EDT will meet quarterly or as otherwise agreed by the Office EDT. These meetings may be held jointly with the Field Enterprise Development Team as required.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

10. The Executive Manager Organisational Development (or nominee) will ensure:
  - a. meetings are conducted efficiently;
  - b. all members work in a holistic manner towards the success of the organisation;
  - c. the EDT maintains focused on and the aims in Clause 2.9.1.
11. Having regard to the role for which it is established, the Office EDT will:
  - a. review and monitor the operation of this Agreement;
  - b. consider, in consultation with employees, suggestions for ongoing improvements and ideas pertaining to developing the Agreement (both current and future);
  - c. consider reports and ideas generated by employee and employer representatives on a range of issues pertaining to the Agreement (both current and future);
  - d. provide a forum of information flow between the employer and employees;
  - e. make recommendations to the Executive Leadership Team through the Employer Representatives in relation to matters arising out of this Agreement; and
  - f. may assist in the resolution of any disputes arising out of the interpretation and operation of the current agreement (this shall not prevent any party having access to the South Australian Employment Tribunal for the purposes of conciliation and/or arbitration).
12. The following items have been identified for discussion with the Office EDT during the operation of the Agreement:
  - a. Workforce composition.
  - b. The process for determining internal or external recruitment.
  - c. TOIL and flexible work arrangements.
  - d. Emergency Services and Defence Leave.
  - e. Application of Clause 4.8 Community Development and Fabrik Employees.
  - f. Application of Clause 4.14 Breastfeeding.
  - g. Application of Clause 5.12 Cultural Leave.
  - h. Salary and benefits in the context of the LG sector.

## **PART 3. ENTERPRISE FLEXIBILITIES**

### **3.1 EMPLOYEE RELATIONS**

1. Good human resource management is based on effective and continuous consultation between all parties regarding change. Effective and positive consultation is based upon a well-developed, honest and open communication strategy which involves a systematic approach to communication.
2. Effective consultation and communication are essential features of workplace relations and the parties commit to:
  - a. develop and improve working relationships.
  - b. work together to enhance the efficiency of Council's operations.
  - c. help facilitate the successful introduction of workplace change and improvement, where appropriate.
3. As change is considered, there will be consultation involving all those who may be affected by the change. There will be full, open, honest and timely disclosure of all information relevant to the proposed change.
4. When changes are likely to have an impact on their workplace, jobs and daily operations Council is committed to ensuring that there are opportunities for the relevant employees and their representatives to be consulted at the earliest opportunities.
5. Council and its employees acknowledge that there is a need to verify, clarify and refine and/or redesign positions with a view to improving the level of productivity and to address the changing needs of the position within the organisation. Where a position needs to change, the relevant People Leader will discuss the required changes and develop a position description in consultation with the employee, clearly defining responsibility, authority and accountability. These ongoing updates to position descriptions can take place without triggering redundancy processes.

### **3.2 EMPLOYEE ASSISTANCE PROGRAM**

1. An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing personal and/or worked related issues that may adversely affect their wellbeing, health and work performance.
2. Employees are encouraged to access this service as an early intervention to resolve problems with help from professional counsellors.
3. Employees may be offered this service by their People Leader where personal or work related problems may be negatively affecting their work performance.
4. Confidentiality is central to the success of the EAP and Council acknowledges the importance of maintaining confidences when employees access this service.

### **3.3 CODE OF CONDUCT FOR EMPLOYEES**

Council employees must comply with the Code of Conduct for Employees, as amended from time to time.

Employees failing to comply with the Code of Conduct for Employees will be managed in accordance with the Coaching, Performance Management and Discipline Procedure.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 3.4 INCOME PROTECTION COVER

1. Council will provide Income Protection Cover (IPC) for employees.
2. IPC provides employees with compensatory payments in respect of loss of income resulting from injury and illness that occurs outside of their employment duties.
3. Benefits, waiting periods and exclusions are determined under the IPC.
4. Income protection payments are a compensatory payment, not salary continuance.
5. During a period of absence on income protection payments:
  - a. an employee's continuity of service is preserved; and
  - b. an employee will be provided one month's grace where leave entitlements will continue to accrue. After this time, there will be no entitlement to accrue annual, personal or long service leave.

### 3.5 STARTING ON THE JOB

All employees will be required to start and finish on the job, unless otherwise agreed prior to changing these arrangements.

### 3.6 ROSTERED EMERGENCY STAFF

Employees agree to participate in a roster system, developed in consultation with employees, that caters for emergencies that extend past normal working hours, e.g. flooding, bushfire, vehicle accident, adverse weather.

### 3.7 EMPLOYEE ARRANGEMENTS ON DAYS OF SEVERE, EXTREME OR CATASTROPHIC FIRE DANGER

Council is located within a high fire risk area heightening the need for appropriate processes to be in place to ensure the safety and wellbeing of our employees during a fire danger day i.e. a day with a declared fire danger rating of severe, extreme, or catastrophic). Council is committed to supporting employees to meet their family and community responsibilities as well as ensuring sufficient resources to maintain services to customers.

The Fire Danger Procedure (as amended from time to time) has been implemented to address working arrangements on fire danger days. On a declared fire danger day, the following applies:

1. Employees must have a personal bushfire action plan that is approved in advance by their People Leader. A personal bushfire action plan identifies what an employee will do on a declared fire danger day. If an employee indicates on their personal bushfire action plan that they intend to take leave on a declared fire danger day it is expected that they will do so.
2. Employees who do not want to travel through, or into, a bushfire zone may work from home on a declared fire danger day. This option is not available to an employee who wants to stay and monitor or defend their property (refer to 3.7.1 above). Employees must complete a Working from Home Agreement before undertaking work from home and have it approved by their People Leader. This ensures that WHS requirements are in place.
3. Where a workplace is not available due to fire risk, Council will attempt to relocate employees to a suitable workplace where they can continue their normal duties. This may include the use of temporary office space or working from home (refer to 3.7.2 above).



## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

4. Where Council cannot provide a suitable workplace from which employees can perform their normal duties, and working from home arrangements have not been approved, Council may redirect employees to undertake other suitable alternative duties (including training) in order for Council to continue to provide services.
5. Where Council is unable to identify other suitable alternative duties due to fire risk (refer to 3.7.3 and 3.7.4 above), employees may be stood down for one day with pay. The standing down of employees with pay will be subject to employees being in a state of readiness to return to normal duties or other duties (refer to 3.7.3 above) when directed. It is agreed that where employees are stood down as a result in the fire danger rating that occurs during a day this will also be with pay.
6. If consecutive fire danger days are declared and Council is unable to identify suitable alternative work arrangements due to fire risk (refer to 3.7.3 and 3.7.4 above) employees may be stood down without pay for any period in excess of one day. In any such instance, employees may choose to take leave entitlements and remain at home where there will be no requirement to be in a state of readiness to return to duty on that day.

This Clause does not apply where a work location is being threatened or affected by an emergency situation.

### 3.8 EMPLOYEE DEVELOPMENT

Employee development is ongoing. It is an expectation that the individual developmental needs of employees will be discussed, planned and implemented through a formal process.

Outside of the formal process, other training, education and developmental needs will be discussed with the relevant People Leader as they arise and attendance arranged as appropriate.

Council may require employees to attend training from a departmental or organisational perspective to ensure employees are trained in new policies or procedures, in WH&S standards and to improve the level of knowledge, skills and efficiency across the organisation.

### 3.9 CLASSIFICATION REVIEW

A request by an employee for a classification review shall be considered and determined within three (3) months of receipt of such application. The employee will be notified in writing of the outcome of the reclassification request. Where a reclassification is granted, it will take effect from the date the written application was received by the employee's People Leader.

### 3.10 TRAINING OUTSIDE NORMAL WORK HOURS

1. Wherever possible mandatory training programs will be conducted at times convenient for individuals, groups and Council, depending upon the training requirement and program availability.
2. As a means of enabling greater flexibility in the provision of training opportunities, training programs may be conducted outside normal working hours. Sessions may be held on a Saturday between the hours of 9.00 am and 4.30 pm or on weekday evenings Monday to Friday outside normal working hours.
3. A minimum of one month's notice will be provided prior to any training programme being conducted during these times.
4. Where possible, flexible options, i.e. more than one opportunity to attend a programme, will be provided. No employee will be required to attend any more than an aggregate of 22 hours of this type of training in any one year.
5. Payment will be at ordinary time. Reasonable child care expenses, when required, will be met by Council.

## PART 4. FLEXIBLE WORK ARRANGEMENTS

### 4.1 FLEXIBLE WORKING ARRANGEMENTS

#### *Span of Hours, Ordinary Hours and Core Hours*

1. Full time employees work a 38 hour week, a 76 hour fortnight.
2. Ordinary hours of work will be worked between the span of 7.00am to 7.30pm, Monday to Friday. Employees cannot choose to work outside the span of ordinary hours or to work more than 10 hours in a day as part of their ordinary hours.
3. Core working hours required of all full time employees are between 9.30am and 2.30pm.

#### *Breaks*

4. All employees must take an unpaid lunch break of a minimum of 30 minutes. Lunchbreaks must be taken away from the workstation where possible, between the span of 11.00am and 2.30pm. (If a lunch break is not taken, this cannot be added to an employee's ordinary hours). Employees may take a longer lunch break and work additional time to make up for the longer break or have reduced ordinary hours for that day.
5. All employees must have a 10 hour break between finishing work and starting their next shift. Overtime worked in the circumstances specified in Clause 4.5 shall not be regarded for the purpose of this Clause, when the actual time worked is less than three hours on such recall or on each of such recalls.

### 4.2 FLEXI-TIME

"Flexi-time" means time that has been accrued by an employee in excess of their hours of work but within the span of hours. Flexi-time can be taken as time off by the employee through agreement with their People Leader. This may also be referred to as accrued time.

The working arrangements below provide flexibility for both permanent full time employees and the organisation. When using the flexible working arrangements employees must ensure the business needs of their area are met and that adequate service provision is always available as determined by the relevant Manager.

1. Employees participating in flexible hours of work can start and finish work using flexible times. Employees must work 152 hours in a four (4) week period.
2. Employees must be at work during core hours unless on approved leave.
3. Flexitime is accrued through time worked.
4. Employees must not accrue excessive hours. Employees may accrue up to 7.6 hours per four (4) week period. A total of 38 hours may be accrued including flexi and overtime (as time in lieu) hours (see Clause 4.4) at any point in time.
5. Accrued time may be taken in hourly blocks, as half days or full days with prior approval. Other arrangements can be agreed with the Manager to ensure business needs are met.
6. An employee may have a negative balance of up to 7.6 hours by agreement with the relevant Manager. On termination, an employee will be required to reimburse Council for any negative balances. Reimbursement will be made from final payments (either leave entitlements or ordinary time owed).
7. The relevant Director may withdraw access to flexitime provisions from an employee where the arrangement adversely impacts on the efficiency of the work unit and or service delivery, or should the employee be found to be abusing the system.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 4.3 GENERAL CONDITIONS

1. Full time employees with vehicle arrangements that include private use can participate in the flexitime arrangements and must also adhere to Vehicle Policy requirements.
2. As required, all employees will account for their time at work and away from work by the organisational standard required (e.g. timesheets, exception forms or leave forms). Documentation will be lodged as an accurate record by the employee and approved by the relevant People Leader.
3. Nothing in this Clause shall prohibit management and employees from agreeing to any changes to employee's ordinary working arrangements to suit a short term organisational requirement or personal need. Such agreements will be in writing and signed by both the employee and their People Leader specifying the terms and the reason for the arrangement.

### 4.4 OVERTIME

"Overtime" means time worked in excess of an employee's ordinary hours of work or outside of the span of hours. This can either be paid time or banked as time in lieu (as per Clause 4.4.3-5).

1. Overtime must be approved by the relevant People Leader before it is worked.
2. Any employee shall attend meetings of Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside of the employee's ordinary hours.

#### ***Continuous Overtime/Time in Lieu***

3. Where an employee is directed to work in excess of eight (8) hours per day the first two (2) hours can be paid at single rate or accrued as time in lieu (TIL). This will be paid at the employee's substantive hourly rate. Accrued hours (as per Clauses 4.2.4 and 4.6.3 ) must be regularly used and no more than 38 hours may be accrued by full time employees (23 hours for part time employees) unless by prior written agreement between the employee and the relevant People Leader.
4. Any hours worked in excess of 10 hours per day will be paid at double time in accordance with Clause 5.4.5 of the Award as it applies.
5. If an employee is directed to work outside of the Monday to Friday span of hours, the time will be paid at double time in accordance with Clause 5.4.5 of the Award as it applies.
6. Weekend and public holiday work will be paid in accordance with penalty provisions as detailed in the Award or Clause 5.5 of this Agreement.

#### ***Employee Requests to work additional hours***

7. If an employee requests to work over 76 hours or outside the span of hours, the time will be accrued as time in lieu at single rate or paid at the single rate. Such agreements are to address short term situations and must be approved by the People Leader prior to being worked. The arrangement will be confirmed as a minimum via email, with a copy sent to Payroll for the employee's personnel file. The employee's request and People Leader's acceptance must be on the email or letter.



## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 4.5 CALLOUTS

1. Callouts apply where an employee is recalled to work. A recall to work can occur without needing to attend a work site, where the situation can be addressed offsite. This does not include answering an individual phone call of short duration (e.g. 10 minutes). Where an employee receives a series of ongoing phone calls a call out provision will apply.
2. Call outs will be paid for a minimum of two (2) hours, which includes travelling time, and paid at appropriate penalty rates in the Award.
3. Where multiple calls are received and completed within the initial call out, only one call out will be paid.
4. A call out does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### 4.6 PART TIME EMPLOYMENT

1. The ordinary hours for part-time employees can be any number of hours less than 38 hours a week, 76 hours a fortnight. If a part-time employee is required to attend work outside of their ordinary weekly hours, the minimum number of hours for any one attendance will be two (2) hours where these hours are not continuous with their ordinary hours on a given day.
2. Part time employees may increase their hours of work to a maximum of 76 hours per fortnight without incurring overtime rates by agreement between the employee and their People Leader. The hours will be paid as ordinary hours unless being accrued in accordance with Clause 3 below.
3. Part time employees shall accrue leave entitlements and be paid the super guarantee levy for all hours worked up to 76 hours per fortnight.
4. Flexible work arrangements to meet daily needs will be discussed and agreed between employees and their People Leader as needed. Where additional hours are being worked, an employee may elect to accrue time in lieu (TIL) hours, at single time, to a maximum accrual of 23 hours. The hours must be regularly used. Where the maximum hours have been accrued, additional hours will be paid in accordance with Clause 4.6.1 above.
5. Where practical, part time employees will be offered additional hours before casuals or labour hire agency workers are engaged.
6. Part time employees shall receive their yearly increments on the anniversary date of their employment, subject to satisfactory performance.
7. Consideration will be given to job share arrangements, taking into account operational requirements.
8. Clauses 4.1, 4.3, 4.4 and 4.5 apply to part time roles. Clause 4.2 does not apply to part time roles.

### 4.7 LIBRARY AND CUSTOMER SERVICE EMPLOYEES

1. Library and Customer Service employees work within the span of 8.00am to 8.30pm Monday to Friday and 8.00am to 5.30pm Saturday and Sunday.
2. Library and Customer Service employees will be paid shift loadings after 6.00pm on weekdays and for any time worked on Saturdays, Sundays and public holidays in accordance with the provisions of the Award. Any change in respect to the current arrangements for library/service centre opening hours will be renegotiated with relevant employees.
3. Library and Customer Service employees working part time hours are covered by Clause 4.6.
4. Overtime payments are covered under Clause 4.4 [excluding 4.4 (4)] due to library opening hours on weekends. Paid overtime will be at the employee's current rate of pay.
5. Full time employees work under the flexi time arrangements in Clause 4.2.
6. Flexi days off will be by agreement and in accordance with the roster.
7. Flexible work arrangements to meet daily needs will be discussed and agreed between employees and People Leaders as needed.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

8. Employees classified up to and including General Officer Level 6 who receive shift loading payments shall do so at their hourly rate.
9. Nothing in this clause shall prohibit management and employees from agreeing to any changes to an employee's ordinary working arrangements to suit a short term organisational requirement or personal need. Such agreements will be in writing, will specify the terms and the reason(s) for the arrangement and will be signed by both the employee and their People Leader.

### 4.8 COMMUNITY DEVELOPMENT AND FABRIK EMPLOYEES

1. Community Development and Fabrik employees will work their ordinary hours within the span of 7.30am to 8.30pm Monday to Friday and 8.00am to 5.00pm Saturday and Sunday. Employees will only work on weekends when there is a clear business need and then by mutual agreement with their People Leader.
2. When an employee is directed to work after 6.00pm on weekdays, 25% in addition to their ordinary time will be accrued as time unless an overtime payment applies under Clause 4.4.
3. When an employee is directed to work their ordinary hours on a Saturday and/or Sunday, 50% in addition to their ordinary time will be accrued as time.
4. Overtime on weekdays is covered under Clause 4.4.
5. Where an employee is directed to work overtime on a Saturday, time and a half will apply. Where an employee is directed to work overtime on a Sunday, double time will apply. Overtime worked on weekends will normally be accrued. Alternatively, if requested by the employee, overtime worked on weekends will be paid or a mix of both.
6. Accrued hours must remain within the limits specified in Clause 4.6 (part time) and Clause 4.2 (full time) and be taken regularly as agreed between the employee and their People Leader. Flexible work arrangements to meet daily needs will be discussed and agreed between an employee and their People Leader as needed.
7. Employees working part time hours are covered by Clause 4.6 Part Time Employment. Employees working full time hours are covered by Clause 4.2 Flexi-Time.
8. Nothing in this Clause shall prohibit management and employees from agreeing to any changes to an employee's ordinary working arrangements to suit a short term organisational requirement or personal need. Such agreements will be in writing and signed by both the employee and their People Leader specifying the reason for and terms of the arrangement.

### 4.9 CASUAL EMPLOYMENT

1. A casual employee may be engaged for a period of up to 1000 hours per year (measured from the anniversary date).
2. By written agreement, a People Leader and employee may agree to work over the 1000 hours per year. If no arrangement is in place, the employee may seek to be engaged as a permanent part time or full time employee as per the Award.
3. Casual employees will not be entitled to receive increments until they work 1200 hours within a two year period (measured from the anniversary date).

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 4.10 LABOUR HIRE AGENCIES

In the interests of workplace harmony, the parties agree that all workers performing a role for Council shall be treated equitably in terms of salary and conditions. In accordance with Council's commitment to provide secure employment for its employees and the general principles underlying this Agreement, Council will ensure that where labour hire agency workers are required they will receive a salary no less than that which an employee of similar skill and experience would receive.

### 4.11 LOCAL AREA WORKPLACE AGREEMENT

The parties agree that Local Area Workplace Agreements (LAWA's) may be negotiated and implemented during the life of this Agreement.

LAWA's are work group specific or for a specific group of employees and provide different conditions of employment to the general workplace. These differences might include but not be limited to hours worked, work locations, shift work, overtime call outs, meal breaks, allowances or general conditions of employment.

The terms of the LAWA's will not be inferior to the terms of this Agreement when considered as a whole.

A LAWA may provide for different conditions of employment where the following requirements have been met:

1. employees are not disadvantaged when the LAWA is viewed as a whole
2. the majority of employees affected agree after taking into consideration all views, including the need to maintain effective working relationships
3. where Union members are involved or as requested, the Union has been advised of the proposed LAWA when discussions commence with employees
4. the LAWA is not contrary to any law or this Enterprise Development Agreement and does not jeopardise safety
5. the LAWA will improve efficiency and/or customer service and or job satisfaction.

Existing EDA or Award conditions will apply unless expressly varied by this Agreement.

LAWA's may provide for improved remuneration and/or conditions linked to productivity improvements.

LAWA's will be in writing and will include a start and expiration date. Implementation will commence on and from the date specified in the LAWA following agreement of a majority of employees covered by the LAWA (i.e. 50% +1) voting in favour of it.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 4.12 FIXED TERM CONTRACTS

The intent of this clause is to provide a minimum standard for when fixed term contracts are used for the positions defined below.

Council will use Clause 10.4 Recruitment and Selection to fill fixed term contracts defined below.

Council may offer fixed term employment contracts in the following circumstances:

- a. For a specific project or defined duration or for work of a limited duration
- b. For a position that is funded by an external body
- c. To backfill an employee who is on extended leave (e.g. parental leave, long service leave)
- d. For positions which are linked to market salary.

Council will ensure that employees employed under a fixed term contract arrangement receive salary and conditions equal to this Agreement as a minimum.

A fixed term contract offered by Council will contain the following provisions:

- a. The term of the contract shall be for no less than three (3) months and for no greater than five (5) years.
- b. For contracts with a duration of up to 12 months, Council shall give the incumbent a minimum of four (4) weeks' notice of its intention not to renew the contract.
- c. For contracts with a duration of more than 12 months, Council shall give the incumbent a minimum of two (2) months' notice of its intention not to renew the contract and the grounds on which the decision was made.

### 4.13 WORK FROM HOME

Employees may be able to access work from home arrangements to meet work and personal commitments. Working from home is not a formal employee benefit or entitlement but provides a flexible work option that may be utilised by agreement in accordance with the Working from Home Policy/Procedure (as amended from time to time).

### 4.14 BREASTFEEDING

1. Council 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 apply to employees who wish to express milk for their baby.
2. Council will provide access to flexible work arrangements and paid lactation breaks to support employees who wish to breastfeed either on or off-site upon their return to work.
3. Specific options will be discussed and agreed with the employee with the aim of accommodating the employee's needs while allowing for ongoing operational activity.
4. Where possible, Council will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 4.15 TRANSITION TO RETIREMENT

1. Council values the extensive skills, expertise and knowledge of its employees. Managers have a responsibility to be proactive in planning for the sharing and retention of knowledge of employees through effective workforce planning. Managers and employees will work together to facilitate the sharing and transferring of their knowledge within Council.
2. Employees who are approaching retirement and who would like to work on a part time basis may apply to transition to retirement. Applications may be made within three years of the desired retirement date.
3. By written agreement between a full-time or part-time employee and the relevant Manager and Director, an employee may transition to retirement. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant Director.
4. The terms of the transition of retirement must be specified in a written agreement that is signed by the employee and the Director. The agreement must include a nominated retirement date which must be within three (3) years of the application date. The nominated retirement date cannot be deferred by more than three (3) months (except in exceptional circumstances), and may be brought forward according to Clause 4.12.5 below.
5. An employee participating in a phased retirement program may be eligible to work part-time and access their accrued leave entitlements (excluding personal [sick] leave) to make up a full fortnight's (76 hours) pay, and may access unpaid leave (provided that no other leave balances are available) under the following conditions:
  - a. A minimum of three (3) months written notice is provided to the Director.
  - b. The employee has completed at least three (3) years continuous service with Council.
  - c. To ensure the employee has reserved a minimum of fifteen (15) days to have a holiday each year.
  - d. The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
  - e. The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
  - f. That the employee has received professional superannuation advice on how the change of employment arrangements affects their superannuation.
  - g. That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per Clause 5.4.10).
6. An employee who is transitioning to retirement may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's Manager.
7. Casual employees are excluded from this Clause.
8. It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position that utilises the employee's skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.
9. In considering an application from an employee to transition to retirement, the relevant Manager in consultation with the Director will consider ongoing resource implications and service delivery requirements.



## TYPES OF LEAVE

### 5.1 ANNUAL LEAVE LOADING

An annual leave loading payment, as per the relevant Award conditions, shall be paid in a lump sum as part of either the last pay in November or the first pay in December, for that calendar year. The annual leave loading payment compensates for the loss of opportunity to work overtime while on annual leave.

### 5.2 ANNUAL LEAVE

Annual leave will be taken at a mutually convenient and agreed time between the employee and People Leader.

### 5.3 PERSONAL (INCL. SICK) LEAVE

1. Council acknowledges the relationship of work and family and the importance of providing flexibility to employees, to increase productivity and reduce absenteeism.
2. Employees are entitled to be paid personal leave for:
  - a. any genuine purpose relating to his/her ill-health and its prevention (appointments with health care professionals intended for intervention not ongoing maintenance appointments)
  - b. any genuine purpose relating to ill-health of family or domestic caring responsibilities
  - c. any genuine urgent situations where planning in advance to take another form of leave was not foreseeable.
3. Employees may take the number of days required (subject to accrued entitlements held by the employee) to recover from illness or provide care and support to ill family members.
4. Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.
5. Council reserves the right to request an employee who is absent due to personal illness for three (3) consecutive days or more to provide a medical certificate indicating the date on which an employee is fit to resume duty.
6. Personal leave cannot be used as a supplement to any other leave type for personal activities where an employee would normally use another leave type (e.g. time in lieu) or where the activity can be undertaken outside of normal working hours.
7. Employees must contact their People Leader as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.
8. In circumstances where it is found that an employee has broken trust, inappropriately used these provisions, or where Council has a valid reason, the employee may be required to provide a medical certificate for ongoing absences where:
  - a. an employee fails to contact their People Leader to advise that they need to take personal leave within the required timeframes (refer to Clause 5.3.7 above) on more than two occasions.
  - b. where an employee has been counselled about their behaviour and continues to engage in inappropriate behavior.
  - c. Council has a valid reason (e.g. a pattern of absences from work, same day off after each day off).

In these instances, the issues will be discussed with the employee before a final decision is made. If decided, the employee will be advised that a medical certificate or other form of evidence will be required for all future absences. In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

9. Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.
10. This Clause will be read in conjunction with Clause 6.6 Sick Leave and Clause 6.8 Family Leave of the Award.
11. Personal leave entitlements shall accrue on a weekly basis.

### 5.4 LONG SERVICE LEAVE

1. Long service leave (LSL) will be administered in accordance with the Long Service Leave Act 1987 (SA) and organisational policy (as amended from time to time).

The following principles underpin any organisational policy:

2. Long service leave must be taken within two (2) years of the 10 year entitlement becoming due.
3. An employee may apply to defer the taking of all or part of the 10 year entitlement, provided that it is taken in full within four years of the 10 year entitlement becoming due.
4. Every subsequent five (5) years, all long service leave must be taken within the following 12 months of the five year anniversary or within two years by agreement.
5. An employee may apply to take pro rata long service leave (for the taking of leave only) after seven years of continuous service.
6. The minimum period for taking LSL is generally two (2) weeks. By agreement with their People Leader, an employee may request one (1) week of LSL. The decision to approve the shorter period will be based on the employee's needs, other leave available to the employee and business needs.
7. Notwithstanding Clause 5.4.6, an employee may take a minimum period of one (1) working day long service leave for the purposes of attending special cultural or ceremonial events associated with the employee's culture under Clause 5.11 Cultural Leave.
8. By agreement, an employee may take all or part of their long service leave at half pay thus doubling the period of long service taken. (e.g. an employee could access six (6) weeks of long service leave at half pay thus enabling that employee to have a period of 12 weeks leave).
9. Alternatively, by agreement, an employee may take all or part of their long service leave entitlement at double pay thus halving the period taken. (e.g. an employee could access six (6) weeks long service leave at double pay therefore shortening the actual period of leave taken to 3 weeks).
10. The application and approval of long service leave will be subject to the following conditions:
  - a. written application to the relevant People Leader.
  - b. a minimum of 60 days' notice is given prior to date leave is proposed to begin, or lesser notice as agreed between the employee and the relevant People Leader.
  - c. approval will be based on consideration of organisational requirements, including other employees taking leave at that time.
  - d. if applying for leave at half pay, that the extended absence from work can be accommodated within the department and organisation.
11. Permanent, full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the amount applicable at the time of the reduction in their hours of work. Accrual from this point will be at the part time rate as agreed.
12. Agreement to these provisions will not be unreasonably withheld.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 5.5 PUBLIC HOLIDAYS

1. It is agreed by Council and its employees that an employee may agree to nominate an alternative day for their public holiday other than the days gazetted.
2. All public holidays worked under this Agreement will be treated as a normal working day at normal pay rates.
3. The alternate day off for the purpose of this Agreement will become the public holiday and if a worker is asked to work on the nominated day, then they will be paid the appropriate penalty rates as if they were working the public holiday.
4. Any such arrangement shall be in writing and must be approved by the relevant supervisor prior to the public holiday.

### 5.6 STUDY LEAVE

1. Study, development and educational activities are promoted with the aim of meeting organisational needs such as enhancing productivity and effectiveness and meeting personal needs such as increasing knowledge and career development.
2. Where possible study and development will be in line with an employee's performance and development plan.
3. Study leave may be accessed according to the Study Assistance Procedure, as amended from time to time.
4. Although the Study Assistance Procedure may change within the life of this Agreement, the basic entitlements (access to study time and fee payments) will be preserved so as not to disadvantage employees.

### 5.7 PURCHASED LEAVE

1. Purchased leave is where employees are able to take additional periods of unpaid leave, funded by reduced salary payments. This allows employees to continue to receive pay during the periods of purchased leave.
2. An employee may apply to purchase from one (1) to a maximum of four (4) weeks purchased leave per financial year.
3. Purchased leave:
  - a. will only occur by employee request;
  - b. will count as service;
  - c. must be taken in whole week blocks;
  - d. cannot be carried over from one financial year to another;
  - e. must be utilised within the financial year in which it has been purchased or the leave will be forfeited and the payment reimbursed to the individual by the end of June each year.
4. An employee's fortnightly deductions will remain unchanged if they elect to purchase leave under this Agreement.
5. Where an employee or their People Leader requests cancellation of the purchased leave before the leave has been taken due to exceptional circumstances, and this is agreed between the employee and their People Leader, the necessary adjustment to salary will be paid as a lump sum.
6. Where an employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the employee or to Council are accounted for and an appropriate recovery or payment is made.
7. An application for purchased leave must be made in writing to the People Leader by 30 April in the year prior to the financial year in which the leave is being sought. Approval will not be granted to applications made after this date.



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8. On application, a leave management plan must be submitted to demonstrate when the employee expects to take all planned leave and that no more than 76 hours of combined leave (annual and long service) will remain untaken at the end of the financial year. The leave management plan can extend beyond one year, and dates on which the purchased leave is taken can be changed by agreement within the financial year in which the leave is being sought.
9. Approval will be determined by the relevant Director in conjunction with the Manager of the area in which the employee works.
10. A request for purchased leave will not be automatically granted. Granting of such leave will depend upon organisational and operational requirements, availability of employees and outstanding leave balances of the employee applying. An application will not be unreasonably refused.
11. Reasons to justify the decision to reject an application will be given.
12. If an employee is aggrieved about the decision to reject an application, the Grievance and Dispute Resolution clause will be used to resolve the issue.

### 5.8 SPECIAL LEAVE WITHOUT PAY

1. Council recognises that employees may require access to additional leave.
2. Employees may apply for periods of special leave without pay.
3. The application and approval of special leave will be subject to the following conditions:
  - a. An application to the relevant Director stating the reason and period of leave sought.
  - b. Reasonable notice (three (3) months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
  - c. All paid leave entitlements have been used or planned for use.
  - d. A minimum of 12 months service or exceptional circumstances.
  - e. The leave may be taken at the end of any other category of paid or unpaid leave.
  - f. Employees may access up to four (4) weeks special leave.
  - g. No superannuation contribution will be made by Council.
  - h. While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
4. A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified employee to replace the applicant.
5. Special leave will not unreasonably be withheld. Reasons to justify the decision to reject the leave will be given.

### 5.9 BLOOD DONOR LEAVE

1. An employee, other than a casual, shall be entitled up to a maximum of two (2) hours paid leave on any one occasion for the purpose of donating blood. A maximum of two (2) separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and their People Leader.
2. Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours. Proof of such attendance shall be required to be produced, upon request by Council.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 5.10 DOMESTIC VIOLENCE SUPPORT AND LEAVE

1. Council recognises that employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. Council will offer employees experiencing domestic violence a broad range of support.
2. Domestic violence occurs when a family member uses violent and/or abusive behaviour and can include physical, sexual, financial, verbal or emotional abuse by a family member.
3. To access provisions under this clause, an employee is encouraged to speak to their People Leader in the first instance. An employee may also speak with a representative from Organisational Development. People Leaders will seek advice and support from Organisational Development.
4. An employee (excluding casuals) will have access to 10 (ten) days paid domestic violence leave per annum for the purposes of remedying activities associated with domestic violence. Domestic violence leave additional to these 10 (ten) days may come from other available paid entitlements or unpaid leave to a maximum of 20 days domestic violence leave per annum.
5. Remedies may include (but are not limited to):
  - a. Seeking safe accommodation;
  - b. Attending medical appointments;
  - c. Attending counselling appointments;
  - d. Attending court hearings;
  - e. Accessing legal advice;
  - f. Organising alternative care or education arrangements for children.
6. When a casual employee is unable to work a rostered shift, they will have access to 10 paid rostered shifts per annum for the purpose of remedying activities associated with domestic violence. A rostered shift will mean a shift that a casual employee has already agreed to work.
7. Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. Council's right to engage or not to engage a casual employee is otherwise not affected.
8. Domestic violence leave does not accrue from year to year and is in addition to existing leave entitlements. It may be taken as consecutive or single days or as a fraction of a day. While this leave may be taken without prior approval, an employee must notify their People Leader as soon as possible (where possible within 24 hours) of their intention to take or remain on leave for the purpose of remedying activities associated with domestic violence.
9. Council will consider reasonable requests to implement or change flexible work arrangements, and/or change an employee's work location, telephone number and/or email address.
10. Upon request, an employee will be required to provide relevant evidence to support requests made in accordance with Clause 5.10. This may take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service, a lawyer, or a counselling professional.

### 5.11 COMPASSIONATE LEAVE

1. In accordance with Clause 6.3.2 of the Award, an employee is entitled to up to two (2) days paid compassionate leave on each occasion:
  - a. To spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; or
  - b. On the death of an immediate family or household member;
2. In the event of bereavement of an immediate family or household member, employees may access up to a further three (3) days compassionate leave from other available paid or unpaid leave entitlements. An employee must notify their People Leader as soon as possible (and within 24 hours) of their intention to take or remain on compassionate leave.
3. Any leave additional to the above five (5) days may come from other available paid entitlements or unpaid leave in accordance with the relevant provisions for each leave type.

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4. Compassionate leave can be taken as:
  - a. A single continuous period, or
  - b. Separate periods of one (1) day each, or
  - c. Any separate periods the employee and their People Leader agree.

### 5.12 CULTURAL LEAVE

1. Council is committed to supporting the diverse cultures of our employees and recognises that some employees may have special cultural or ceremonial obligations which need to be observed and which may conflict with employment responsibilities.
2. An employee is entitled to up to five (5) days cultural leave per annum from existing paid leave entitlements or may take unpaid leave for the purposes of attending special cultural or ceremonial events associated with the employee's culture. People Leaders are encouraged to support and assist employees to meet their cultural obligations and approval for cultural leave will not be unreasonably withheld.
3. In deciding whether to approve paid or unpaid cultural leave under this clause, the relevant People Leader will take into account the operational requirements of the organisation and the abovementioned importance of supporting the diverse cultures of Council's employees.
4. With reference to Clause 5.5 Public Holidays, an employee may seek approval for an alternative day for their public holiday other than the days gazetted for the purposes of attending cultural or ceremonial events associated with the employee's culture.

### 5.13 PAID PARENTAL/ADOPTION LEAVE

1. Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.
2. Where an employee (excluding casuals), being the parent of the child, can demonstrate they will be the primary care giver to the new born child, they shall be granted paid parental leave subject to satisfying the eligibility requirements detailed in Clause 5.13.5.
3. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
4. Paid leave can only be accessed by one parent whether within Council or from another organisation except as detailed in Clause 5.13.15.
5. To be eligible for paid parental leave, an employee must have been employed by Council for a continuous period of not less than one (1) year prior to the expected date of birth. Parental leave will be paid in normal fortnightly payments from the commencement of the parental leave period. The entitlement will be as follows:
  - After 1 year's service      12 weeks full pay      24 weeks half pay
 Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.
6. Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
7. Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.
8. Where the pregnancy of an employee terminates earlier than 28 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease. If termination occurs after 28 weeks, a maximum entitlement of up to four (4) weeks paid leave may be accessed.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

9. The parties acknowledge that employees can access council's paid provision and any Federal Paid Parental Leave entitlement (if eligible). The employee must provide written advice as to whether he/she wishes to receive Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).
10. Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract.
11. This Clause will be read in conjunction with Clause 6.5 of the Award.

### **Paid Adoption Leave**

12. An employee, excluding casuals, who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child, and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of up to 12 weeks, as per Clause 5.13.5, commencing from the date of placement of the child with the employee.
13. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
14. In extenuating circumstances (e.g. overseas adoption) management will consider application of this section in full or part to employees who have a shared care-giver responsibility.

### **Paid Partner's Leave**

15. An employee, who provides Council with a certificate from a legally qualified medical practitioner stating that they or their partner is pregnant and specifying the expected date of delivery or who provides evidence they have adopted a child, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the arrival of the child through birth or adoption, or at the time the mother and child are discharged from the hospital provided that:
  - a. In the first instance, the employee will have a total of one (1) year's continuous service at the time of taking the leave. Years of service with other SA Local Government bodies will be recognised in determining this entitlement;
  - b. The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the partner leave;
  - c. Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such partner leave; and
  - d. Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

## **PART 6. ORGANISATION OF WORK**

### **6.1 INTRODUCTION**

1. The parties to this Agreement recognise that periodic reviews are important to ensure that Council continues to provide high quality, and cost effective services to the community.
2. Council is committed to the continued security of employment of its employees through ensuring the skills competencies and equipment required are available to maintain a productive workforce delivering high quality and cost effective outcomes.
3. There is a commitment to the ongoing pursuit of continuous improvement, the acceptance that change may occur, the requirement for ongoing learning and the development of new skills and competencies.

### **6.2 SELF ORGANISED WORK TEAMS**

1. The development and operation of self organised works teams shall be implemented where appropriate. Self organised works teams of individual employees or groups of employees shall be responsible for establishing and delivering programs of prioritised works/tasks with a commitment to continuous improvement to continually seek to further improve productivity, quality, responsiveness and safety.
2. The programs and performance indicators of self organised works teams shall be developed and implemented within the allowed budget and service delivery standards agreed upon in consultation with appropriate Directors.

### **6.3 SERVICE IMPROVEMENT**

1. The parties to this Agreement are committed to improving the range, quality, responsiveness and cost of services delivered by Council to the community. The parties agree to work together to pursue the improvement and competitiveness of in-house service delivery through the pursuit of new technology and emerging practices, provision of resources and employee training and development, so that in-house services best meet Council's service delivery objectives.
2. The parties to this Agreement will work together to review services periodically to achieve a level of service delivery to the community that (subject to constraints of this Agreement and Council's resources) is based on continuous improvement and best practice principles in terms of quality, cost, timeliness and customer service measures.
3. Reviews will be undertaken in consultation with the affected employees, Workplace Representatives and the Union as needed. Clear goals and time frames will be established for the reviews. Where comparative assessments are used they will be undertaken with similar organisations and providers of like services.
4. Any recommendations for improvements to service delivery arising from the review will be subject to further consultation with employees and the Union and where such improvement involves change the provisions of Part 7 Organisational Change of this Agreement shall apply.



## PART 7. ORGANISATIONAL CHANGE

### 7.1 GENERAL PRINCIPLES

Council is committed to consultation with employees likely to be affected by organisational change which is likely to have significant consequences. Consultation is an important part of an organisational change process and Council will take into account the views of employees in the Information and Consultation, and Decision and Implementation stages of organisational change.

Throughout an organisational change process, the following principles will apply:

- a. The need to foster mutual trust and understanding and to build relationships based on respect and empathy;
- b. The need for employee involvement in, and commitment to, the Information and Consultation, and Decision and Implementation stages of the process in order to achieve real and sustainable improvements in productivity and customer service. While Council will make reasonable endeavours to communicate a proposed organisational change to an employee who is on approved leave, the timeframe stipulated in the Information and Consultation stage will be adhered to. However, if a proposed change is likely to result in redeployment or redundancy, the timeframe will be extended to ensure that the affected employee(s) are consulted;
- c. People Leaders will support employees throughout the process;
- d. The relevant Union, Workplace Representative(s) and Employee Representative(s) will be informed of the proposed change;
- e. At the request of an employee affected by organisational change, a Workplace Representative and the Union, and/or an Employee Representative will be involved in discussion, consultation and feedback as outlined in clauses 7.3 and 7.4;
- f. Fairness and transparency will apply to all decisions and processes; and
- g. Council is not required to disclose confidential information disclosure of which, when looked at objectively, could be against Council's interests.

### 7.2 DEFINITIONS

For the purposes of sub-clause 7.1:

- a. 'significant consequences' includes:
  - i. substantial change in the composition, operation or size of Council's workforce or in the skills required;
  - ii. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
  - iii. potential redundancy;
  - iv. the alteration of core hours of work or span of hours (as defined in Clause 4.1);
  - v. permanent transfer of employees to another worksite; and
  - vi. the restructuring of jobs.
- b. 'consultation' includes a bona fide opportunity for employees to have their viewpoints heard and to influence the decision maker and requires the decision maker to give genuine consideration to, and take into account, the views of directly affected employees. Consultation does not mean agreement will be reached.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 7.3 INFORMATION AND CONSULTATION

As soon as practicable after making a preliminary decision to introduce a proposed organisational change, the relevant Director and/or Manager will:

- a. discuss with the relevant employees:
  - i. the introduction of the proposed change; and
  - ii. the effect the proposed change is likely to have on the employees; and
- b. the measures Council is taking to avert or mitigate any potential adverse effects on the employees; and for the purposes of the discussion – provide, in writing, to the relevant employees:
  - i. all relevant information about the proposed change, including the nature of the change and the reason(s) for it; and
  - ii. information about what Council reasonably believes will be the effects of the proposed change on the employees.
- c. invite the relevant employees to provide their written and/or verbal feedback about the proposed change and its impact (including any impact in relation to their family or caring responsibilities);
- d. give prompt and genuine consideration to matters raised by the relevant employees and any potential adverse effects on employees; and
- e. give feedback on matters raised by the employees directly affected by the proposed change.

Consultation will occur across a minimum period of four (4) weeks, unless a shorter timeframe is agreed to.

### 7.4 DECISION AND IMPLEMENTATION

If after completing 7.3 (above) a decision is taken by Council to proceed with the organisational change the following steps will be taken:

- a. Council will notify the relevant employees of the decision, the justification for that decision and the steps that will be taken, where practicable, to minimise any potential adverse impacts on the employees.
- b. The Chief Executive Officer is responsible for discussing the organisational change with Council's Elected Members.
- c. If the organisational change results in redundant positions, the organisational change will proceed in accordance with Part 8 of this Agreement.
- d. The relevant Director and / or Manager will manage the Information and Consultation, and Decision and Implementation stages of the organisational change process.

## PART 8. REDUNDANT POSITIONS

### 8.1 GENERAL PRINCIPLES

1. There will be no forced redundancies until all options in this Clause have been exhausted.
2. In situations where organisational change results in positions being no longer required, every effort will be made by Council to use, natural attrition, voluntary redundancy and redeployment to accommodate employees.
3. The parties agree that redeployment is the preferred option.

### 8.2 RESPONSIBILITY

1. All Directors and Managers are responsible for the effective implementation and administration of this clause.
2. The employee is responsible for considering all the options available to them and in selecting the option of redeployment taking any reasonable redeployment options and locations.

### 8.3 REDUNDANT POSITIONS

When the employee has been notified of a specific position being made redundant the following arrangements will apply:

#### *Redundancies*

1. After an employee has been advised their position is being made redundant:
  - a. redeployment will be sought (see Redeployment commencing at Clause 3 below)
  - b. a voluntary separation package may be sought (see Redundancy commencing at Clause 20 below)
2. If an employee has not decided upon an option by the end of the four (4) week period, employment may be terminated and the employee will receive a separation package.

#### *Redeployment*

3. Where an employee has sought redeployment, every effort will be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level, including reasonable retraining, whilst also meeting the needs of Council.
4. Employee's who are considered for redeployment will for their part make all reasonable efforts to participate in processes to maximise their redeployment opportunities.
5. The redeployment is not to disadvantage the employee unduly, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

#### *Suitable Alternative Positions*

6. A suitable alternative position may include a position with a lower remuneration level if necessary, but does not extend to a position which is more than one classification level below that received by the employee in their substantive position.
7. All vacant positions must be considered for suitability for employees needing redeployment before the vacancy is advertised internally or externally to determine whether the skills of the employee match the required skills of the vacancy (including reasonable training requirements).
8. Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.



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9. Where a suitable alternative position is not available (refer to Clause 8.3.6-8), Council will undertake an assessment of potential positions and may seek voluntary separation package applications from other employees in order to assist with redeployment. Applications will be restricted to those employees of equal classification and/or remuneration and one level above and below the redundant position. In the first instance applications will be called for from within the department. If required, applications may be called from across the organisation (refer to Clause 24).
10. Offers of redeployment will be in writing, quoting the classification, salary, location and attaching a copy of the position description.
11. Where a redeployment position is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time, (no more than five (5) extra working days) to decide to accept or decline the offer.
12. Where an employee declines more than one reasonable offer of redeployment or there are no further options available, employment may be terminated in accordance with the Separation provisions starting at Clause 20.
13. Where an employee accepts redeployment to a lower classified position, the years of service in respect of annual leave and long service leave worked at the higher classification will be recognised at that rate and will be calculated at that rate in respect of years of service served in that particular position.

### ***Redeployment to Lower Classification***

14. An employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable timeframes) at a classification level lower than their substantive classification level.
15. Regardless of the employee's redeployed classification level, the employee will initially suffer no loss in remuneration for a period of two (2) years, their classification will be frozen until such time as they are promoted to a higher level position or the salary for the position exceeds that of their frozen classification (EDA increases will apply to frozen classifications).
16. After two (2) years, an employee who has been redeployed and whose classification is still frozen will have their classification and salary adjusted to reflect the level of the redeployed position.

### ***Training***

17. Where Council considers that a redeployed position is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, the relevant Director/Manager will provide the employee with a position description, proposed training program and discuss the position with the employee.
18. The training program is to be developed by the manager in consultation with the employee. The program will then be confirmed and agreed in writing prior to appointment to the new position. The purpose of the program is to ensure that the employee can overcome identified skill or knowledge differences within an agreed and reasonable timeframe.
19. Training under this clause will be at Council's expense.

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### ***Separation***

20. A separation will be identified only after the process to redeploy an employee has been exhausted, and no suitable position is available.
21. Where a determination is made that no suitable redeployment options are available, and it is determined that a redundancy exists, the employee's services will be discontinued and they will receive a separation package, as outlined in the Separation Package clauses starting at Clause 24.
22. Within a period of three (3) months from the date of commencement of duties to the redeployed position, the redeployee may seek the option of a separation package. Approval of a separation package is at the discretion of the relevant Director.
23. Where the redeployment opportunity has arisen via the redundancy of another employee under Clause 9, a separation package will not be made available.

### ***Separation Package***

24. The package will be calculated based on the employee's current employment status and the normal hours worked by the employee at the time of the redundancy.
25. The remuneration used in the calculation of the separation package shall be the total of the remuneration package, that is the salary plus the value of any other benefits included as part of the total remuneration.

The terms of the package are as follows:

26. Payment in lieu of ten (10) weeks' notice (as per definition in Clause 1.5)
27. A redundancy payment at a rate of three (3) weeks remuneration per years of continuous service in Local Government in South Australia. The calculation of this payment is on completed years and months of service based on the anniversary date. [The maximum payment in respect of Clauses 27 and 28 shall be 104 weeks]
28. Pro-rata Long Service Leave will be paid whether seven (7) years of service has been attained or not (calculated on completed years of service as per the LSL Act).
29. A maximum of \$3000 will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the period of 12 months) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
30. All of the above payments (excluding the entitlement set out at Clause 29) will be made upon the employee leaving the employment of Council.

## **PART 9. SALARY ADJUSTMENTS**

### **9.1 SALARY INCREASE**

During the life of this Agreement the following salary increases will apply:

- a. A 2.25% salary increase effective from the first full pay period on or after 1/7/2019.
- b. A further 2.4% salary increase effective from the first full pay period on or after 1/7/2020 equivalent to the Consumer Price Index for All Groups Adelaide for the 12 month period ending 31 March 2020 as issued by the Australian Bureau of Statistics.
- c. A further 2.25% salary increase effective from the first full pay period on or after 1/7/2021 or an increase equivalent to the Consumer Price Index as applies for All Groups Adelaide for the 12 month period ending 31 March 2021 plus 0.25% as issued by the Australian Bureau of Statistics, whichever is greater.

## PART 10. OTHER CONDITIONS

### 10.1 WORKPLACE AND EMPLOYEE REPRESENTATIVES

#### Recognition by Employer of Workplace Representative Role

1. Upon written advice from the Union Branch Secretary, up to four members for the Union can be appointed as Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for:
  - a. Discussion with employees on matters pertaining to the work they perform or work related issues
  - b. Discussion with duly accredited Union Officers on matters referred to above and regarding the performance of union duties.
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.
3. Employee and Workplace Representatives will be entitled to:
  - a. Be treated with respect and without discrimination
  - b. Be consulted about workplace issues and have access to information about the organisation that is not confidential
  - c. Meet with management to discuss issues of concern
  - d. Workplace Representatives may meet with accredited Union Officers on work related matters.
4. Employee 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:
  - a. Speaking to, meeting with and representing other employees
  - b. Workplace Representatives may attend Union organised training and conferences to a maximum of five (5) days per annum provided Council is able to make adequate staffing arrangements during the period of leave and no more than two (2) employees are on this leave at any one time, unless otherwise agreed. An employee must have completed a period of 12 months service with Council before proceeding on leave under this Clause, unless otherwise agreed.
  - c. Other employees may attend up to three (3) days union training as approved by their People Leader.
  - d. Approval to this training will not be unreasonably withheld.
5. Council will provide new employees with the opportunity to participate in an induction program as soon as practicable after the commencement of their employment. The program will include information (i.e. contact details) on the Workplace Representative(s).
6. To enable them to represent employees effectively, Employee and Workplace Representatives will be allowed to use Council's 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.
7. Union produced newsletters or like publications must not be circulated by Workplace Representatives using Council's equipment and facilities unless prior permission has been sought through Organisational Development.

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8. Employee and Workplace Representatives will have the following responsibilities:
  - a. They will inform their People Leader before leaving their work area to attend to representative tasks.
  - b. If a general meeting of employees is required in work time and/or on Council's property, prior agreement must be sought through Organisational Development or the relevant Director before it takes place, giving reasons for the meeting.
  - c. If seeking a formal meeting with a Union Officer on site, prior notice must be given to Organisational Development before it takes place.
  - d. 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.

### 10.2 SUPERANNUATION CONTRIBUTIONS

1. Existing and new employees have the option to nominate or change a superannuation fund of their choice (including self-managed funds) in accordance with applicable legislation.
2. StatewideSuper will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
3. Employees must advise the Payroll Officer of their nominated fund within five working days of their commencement date.

The amount of the employer superannuation contribution will be:

- a. For each employee who is making "Salarylink Contributions" to StatewideSuper:
  - i. 3% of the employee's salary (or as amended); and
  - ii. any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
  - iii. any additional superannuation contributions which the employer agrees to pay in respect of the employee.

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed of StatewideSuper.

- b. For each other employee:
  - i. contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
  - ii. any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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### 10.3 SALARY SACRIFICE

1. Subject to the following conditions an employee may apply to Council to salary sacrifice any part of their salary (including Award or Enterprise Development Agreement based salary) to their nominated superannuation fund.
  - a. As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this arrangement.
  - b. The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
  - c. Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by Council shall not be unreasonably withheld.
  - d. The application shall be in writing and detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her ongoing living expenses.
  - e. The individual agreement to salary sacrifice may be rescinded by the employee provided one (1) month prior notice in writing is given to the payroll officer.
  - f. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
2. Within six (6) months of the certification of this Agreement, Council will enter into an agreement to provide other salary sacrifice opportunities for employees. Clause 1.f (above) will also apply to any arrangements agreed for implementation under this clause.

### 10.4 RECRUITMENT AND SELECTION

1. Council is committed to conducting an open and transparent recruitment process that aims to select the best person for the job.
2. Internal candidates are encouraged to apply for advertised roles where they believe they match the selection criteria.
3. Wherever possible, Council will consider internal career progression opportunities.
4. Wherever possible, Council will support the development of employees to prepare for future job opportunities.
5. Where a position is to be vacant for up to 13 weeks, employees may have the opportunity to act in a higher duties role subject to them being suitable, skilled, competent and experienced to meet the position requirements. The appointment of a person to fill the higher duties role is at the discretion of Manager. This commitment results in assisting employee career paths, provides opportunities for employees to gain experience to assist in progression to more senior levels, and benefits Council by utilising the expertise within the existing workforce.
6. Selection to all vacancies must be on the basis of merit, to result in the selection of the best available candidate.

The following conditions apply to all vacant existing and new positions within Council:

7. Preference will be given to a redeployee who may, either with or without training, be able to satisfactorily perform the duties of a vacant or new position, which would result in the position not being advertised.
8. All positions will be advertised internally and externally, subject to the Executive Leadership Team's (ELT) discretion referred to in Clause 10.4.9 below.
9. At their discretion, the ELT may approve an internal only recruitment process.
10. The relevant Manager/Director and Organisational Development are responsible for deciding on the recruitment process to be used (i.e. advertise, external agency to recruit) within the Recruitment and Selection Policy/Procedure (as amended from time to time).



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11. All internal employees who apply for the position and meet the selection criteria within the position description will be granted an interview.
12. Where an internal and an external applicant are considered suitable and equal on merit following the selection process, preference will be given to the internal candidate.
13. Internal candidates who are unsuccessful in gaining the position applied for will be provided with feedback regarding their application and interview.

### 10.5 CORPORATE IMAGE AND WARDROBE

1. Council recognises the improved image created by the wearing of corporate wardrobe and supports this by providing a corporate wardrobe allowance.
2. To maintain a professional image at work, all employees agree to adhere to Council's minimum requirements for dress within Council, whether wearing corporate wardrobe or personal work clothing as stated in the Dress Standards, Corporate Wardrobe and Image Procedure, as amended from time to time.
3. The allowances can only be used when purchasing from Council's corporate wardrobe supplier.
4. Purchases through the corporate supplier above the allowance can be reimbursed through payroll deductions, provided that all payments are completed within the financial year.
5. Full uniform allowance provisions are only available to permanent employees.
6. Employees are not eligible for corporate wardrobe allowance until the completion of the probationary period and confirmation of employment.
7. Employees on fixed term contracts of three (3) years or more may access the initial purchase allowance detailed in Clause 10.5.9. Employees on fixed term contracts of greater than 12 months will be entitled to the annual allowance detailed in Clause 10.5.10.
8. At the discretion of the relevant Manager, employees on casual contracts may access the corporate wardrobe allowance up to the maximum detailed in Clause 10.5.10.
9. An initial allowance of corporate wardrobe, only applicable to employees commencing employment after the certification of this Agreement, will be to a maximum of \$600 per employee (employees may access all or part of this allowance).
10. An annual allowance for corporate wardrobe of \$350 is available per financial year for eligible employees.
11. Only one allowance can be accessed in a financial year.

## PART 11. GRIEVANCE AND DISPUTE RESOLUTION

1. The parties acknowledge that effective communication plays a vital role in the prevention of grievances and industrial disputes. It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships.
2. It is important to maintain customer service. Therefore, the status quo existing immediately prior to the grievance or dispute arising (work procedures and practices), and work, will continue without stoppage, the imposition of bans, limitation or restrictions, except in the case of a grievance or dispute that involves a genuine work health and safety.
3. The process outlined in this clause is intended to be used for addressing grievances and disputes arising out of the interpretation and application of this Agreement.
4. Our aim is to resolve grievances, disputes and differences of opinion, informally, in the workplace by discussion before the process is escalated to involve a third party and/or formal proceedings. Organisational Development may assist in facilitating that discussion.
5. Where advice is required, Workplace Representatives, Organisational Development personnel or Union Officials may be contacted. Matters must be dealt with objectively to ensure that employees are treated fairly and equitably. The aim is always to explore ways to resolve the matter.
6. Any employee should, in the first instance, approach their People Leader. They may also speak to Organisational Development for advice or assistance in dealing with the grievance or dispute.
7. If the grievance or dispute is about an organisational change at work, the "status quo", which is the position in place immediately before the implementation of the change, will be maintained. .
8. Nothing in this process shall prevent an employee or the Union from raising a matter directly with Organisational Development personnel or management.
9. If the grievance or dispute involves sexual harassment, bullying or fair treatment, such a dispute will be dealt with in accordance with Council's policies, as amended from time to time, rather than this clause.

### Complaint Raised

10. Where an employee has a grievance or dispute arising out of this Agreement, they will discuss the matter with their People Leader (or the next level up Manager as needed) either verbally, or provide the grievance or dispute in writing, in the first instance.
11. The People Leader and employee will work together to resolve grievances or disputes to have the matter addressed and resolved quickly.
12. In dealing with a grievance or dispute, the People Leader must ensure that the employee and all other relevant persons are:
  - a. Treated fairly;
  - b. Encouraged to speak freely about the matters that are the subject of the grievance or dispute;
  - c. Afforded fair and reasonable opportunity to present their views;
  - d. Provided with all relevant information to allow them to meaningfully participate in the process; and
  - e. Given the opportunity to involve a support person.
13. People Leaders may work with the next level up Manager as needed to resolve the issue.
14. Every attempt will be made by the parties to resolve the grievance or dispute within 15 working days from the date the grievance or dispute was officially raised (as per Clause 11.10 above).
15. Employees will be notified of the resolution and/or action to be taken in response to the grievance or dispute.



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### Referral to Director

16. If discussion between the employee and People Leader does not resolve the grievance or dispute, the employee may elect to initiate a meeting with the relevant Director.
17. Every attempt will be made to resolve the grievance or dispute within 15 working days from the date the grievance or dispute is raised with the Director, which includes referral to the CEO if needed.
18. On being advised of a grievance or dispute, the Director will arrange separate meetings with the People Leader, employee and their support person (if requested). The Director may request that the employee put the grievance or dispute in writing, if the employee has not already done so. Organisational Development may be used to support these meetings.
19. If the Director is unable to resolve the matter within the designated timeframe, they will advise the employee and then refer the matter to the Chief Executive Officer (CEO). However, the CEO may extend the timeframe to allow the Director to deal with the matter if the CEO sees fit to do so. If so, the CEO will inform the relevant employee(s) in writing of this decision.

### Referral to CEO

20. The CEO may be briefed in relation to a grievance or dispute at any stage outlined in this clause.
21. If the relevant Director is unable to resolve the grievance or dispute, the Director will brief the CEO about the grievance or dispute, all actions taken to date and provide any documentation relating to the grievance or dispute.
22. The CEO will initiate discussions with the employee and their support person (as appropriate) with the aim of resolving the matter as quickly as possible.
23. After investigation, the CEO will advise the employee, in writing, as to the outcome of his/her enquiries/investigation into the grievance or dispute and what actions, if any, will be taken.
24. If the grievance or dispute cannot be resolved through the mechanisms set out in this clause, either party may refer the matter to the South Australian Employment Tribunal for conciliation or if necessary, arbitration.

# OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

## PART 12. UNDERTAKINGS

### 12.1 NO FURTHER CLAIMS


1. The signatories undertake that during the life of this Agreement there shall be no further claims inconsistent with provisions of the agreement pursued and no further salary increase sought, or granted, except for those provided under the terms of this Agreement.
2. This Agreement shall not preclude increases granted by National or State Wage Cases for economic adjustment purposes from being accessed by those covered by this Agreement. Such National or State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

### 12.2 SIGNATORIES

**Adelaide Hills Council**

  
.....  
Chief Executive Officer


on this 28<sup>th</sup> day of MAY 2020

  
.....  
Signature of Witness Name of witness Niamh Milligan


**Amalgamated ASU (SA) State Union**

  
.....  
Name: Abbie Spencer


on this 4<sup>th</sup> day of June 2020

  
.....  
Signature of Witness Name of witness Matt Osborn

**Employee Representative**

  
.....  
Name: STEVEN WATSON

on this 10<sup>th</sup> day of JUNE 2020

  
.....  
Signature of Witness Name of witness ANISA CADD

# OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

## PART 13. SALARY SCHEDULES

### 13.1 SCHEDULE 1 – Salary increases that apply under Clause 9.1

#### General Officers Stream

	2.25%		2.4%		2.25%	
	From the first full pay period on or after 1/7/2019		From the first full pay period on or after 1/7/2020		From the first full pay period on or after 1/7/2021	
Level	Annual	Hourly	Annual	Hourly	Annual	Hourly
<b>L1 Step 1</b>	\$50,049.67	\$25.33	\$51,250.87	\$25.94	\$52,404.01	\$26.52
<b>Step 2</b>	\$51,249.62	\$25.94	\$52,479.61	\$26.56	\$53,660.40	\$27.16
<b>Step 3</b>	\$52,930.78	\$26.79	\$54,201.12	\$27.43	\$55,420.64	\$28.05
<b>Step 4</b>	\$54,730.57	\$27.70	\$56,044.10	\$28.36	\$57,305.10	\$29.00
<b>Step 5</b>	\$56,532.35	\$28.61	\$57,889.13	\$29.30	\$59,191.63	\$29.96
<b>Step 6</b>	\$58,330.65	\$29.52	\$59,730.58	\$30.23	\$61,074.52	\$30.91
<b>L2 Step 1</b>	\$60,155.56	\$30.44	\$61,599.29	\$31.17	\$62,985.27	\$31.88
<b>Step 2</b>	\$61,955.35	\$31.35	\$63,442.27	\$32.11	\$64,869.72	\$32.83
<b>Step 3</b>	\$63,756.88	\$32.27	\$65,287.04	\$33.04	\$66,756.00	\$33.78
<b>Step 4</b>	\$65,556.67	\$33.18	\$67,130.03	\$33.97	\$68,640.45	\$34.74
<b>L3 Step 1</b>	\$67,354.71	\$34.09	\$68,971.23	\$34.90	\$70,523.08	\$35.69
<b>Step 2</b>	\$69,154.50	\$35.00	\$70,814.21	\$35.84	\$72,407.53	\$36.64
<b>Step 3</b>	\$70,958.27	\$35.91	\$72,661.27	\$36.77	\$74,296.15	\$37.60
<b>Step 4</b>	\$72,758.31	\$36.82	\$74,504.51	\$37.70	\$76,180.86	\$38.55
<b>L4 Step 1</b>	\$74,555.61	\$37.73	\$76,344.95	\$38.64	\$78,062.71	\$39.51
<b>Step 2</b>	\$76,352.17	\$38.64	\$78,184.62	\$39.57	\$79,943.78	\$40.46
<b>Step 3</b>	\$78,157.93	\$39.55	\$80,033.72	\$40.50	\$81,834.48	\$41.41
<b>Step 4</b>	\$79,957.22	\$40.46	\$81,876.20	\$41.44	\$83,718.41	\$42.37
<b>L5 Step 1</b>	\$81,755.52	\$41.37	\$83,717.65	\$42.37	\$85,601.30	\$43.32
<b>Step 2</b>	\$83,558.79	\$42.29	\$85,564.20	\$43.30	\$87,489.40	\$44.28
<b>Step 3</b>	\$85,358.83	\$43.20	\$87,407.44	\$44.23	\$89,374.11	\$45.23
<b>L6 Step 1</b>	\$88,358.31	\$44.72	\$90,478.91	\$45.79	\$92,514.69	\$46.82
<b>Step 2</b>	\$91,358.05	\$46.23	\$93,550.64	\$47.34	\$95,655.53	\$48.41
<b>Step 3</b>	\$94,359.77	\$47.75	\$96,624.40	\$48.90	\$98,798.45	\$50.00
<b>L7 Step 1</b>	\$97,363.48	\$49.27	\$99,700.20	\$50.46	\$101,943.46	\$51.59
<b>Step 2</b>	\$100,359.23	\$50.79	\$102,767.86	\$52.01	\$105,080.13	\$53.18
<b>Step 3</b>	\$103,358.97	\$52.31	\$105,839.58	\$53.56	\$108,220.97	\$54.77
<b>L8 Step 1</b>	\$106,960.54	\$54.13	\$109,527.59	\$55.43	\$111,991.96	\$56.68
<b>Step 2</b>	\$110,559.87	\$55.95	\$113,213.30	\$57.29	\$115,760.60	\$58.58
<b>Step 3</b>	\$114,163.67	\$57.78	\$116,903.60	\$59.16	\$119,533.93	\$60.49

## OFFICE ENTERPRISE DEVELOPMENT AGREEMENT

### 13.2 SCHEDULE 2 – Salary increases that apply under Clause 9.1

#### Senior Officers Stream

	2.25%		2.4%		2.25%	
	From the first full pay period on or after 1/7/2019		From the first full pay period on or after 1/7/2020		From the first full pay period on or after 1/7/2021	
Level	Annual	Hourly	Annual	Hourly	Annual	Hourly
<b>L1 Step 1</b>	\$88,358.31	\$44.72	\$90,478.91	\$45.79	\$92,514.69	\$46.82
<b>Step 2</b>	\$91,362.27	\$46.24	\$93,554.97	\$47.35	\$95,659.96	\$48.41
<b>Step 3</b>	\$94,363.50	\$47.75	\$96,628.22	\$48.90	\$98,802.36	\$50.00
<b>L2 Step1</b>	\$97,363.48	\$49.27	\$99,700.20	\$50.46	\$101,943.46	\$51.59
<b>Step 2</b>	\$100,361.47	\$50.79	\$102,770.15	\$52.01	\$105,082.48	\$53.18
<b>Step 3</b>	\$103,362.95	\$52.31	\$105,843.66	\$53.56	\$108,225.14	\$54.77
<b>L3 Step 1</b>	\$106,964.51	\$54.13	\$109,531.66	\$55.43	\$111,996.13	\$56.68
<b>Step 2</b>	\$110,562.60	\$55.95	\$113,216.10	\$57.30	\$115,763.47	\$58.58
<b>Step 3</b>	\$114,165.66	\$57.78	\$116,905.64	\$59.16	\$119,536.02	\$60.49
<b>L4 Step 1</b>	\$117,865.96	\$59.65	\$120,694.75	\$61.08	\$123,410.38	\$62.45
<b>Step 2</b>	\$122,543.38	\$62.02	\$125,484.42	\$63.50	\$128,307.82	\$64.93
<b>L5 Step 1</b>	\$128,485.64	\$65.02	\$131,569.30	\$66.58	\$134,529.61	\$68.08
<b>Step 2</b>	\$133,088.45	\$67.35	\$136,282.57	\$68.97	\$139,348.93	\$70.52
<b>L6 Step 1</b>	\$138,941.68	\$70.31	\$142,276.28	\$72.00	\$145,477.50	\$73.62
<b>Step 2</b>	\$143,626.81	\$72.69	\$147,073.85	\$74.43	\$150,383.01	\$76.10
<b>L7 Step 1</b>	\$149,479.05	\$75.65	\$153,066.54	\$77.46	\$156,510.54	\$79.21
<b>Step 2</b>	\$156,506.86	\$79.20	\$160,263.02	\$81.10	\$163,868.94	\$82.93
<b>L8 Step 1</b>	\$165,871.38	\$83.94	\$169,852.30	\$85.96	\$173,673.97	\$87.89
<b>Step 2</b>	\$175,239.39	\$88.68	\$179,445.14	\$90.81	\$183,482.65	\$92.86
<b>L9 Step 1</b>	\$189,288.55	\$95.79	\$193,831.47	\$98.09	\$198,192.68	\$100.30
<b>L10 Step 1</b>	\$212,705.71	\$107.64	\$217,810.65	\$110.23	\$222,711.39	\$112.71

