

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-02697

Applicant The Amalgamated AWU (SA) State Union, The Corporation of the City of Marion, Kevin McMillan, Aaron Coombe, Mark Chaplin

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement City of Marion Field Staff Enterprise Agreement No.11 2021

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 8 July 2021 and have a nominal life extending until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

08 Jul 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS





City of Marion Field Staff

Enterprise Agreement No. 11

2021

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Part 1 – ABOUT THE AGREEMENT

1.1 TITLE

This Agreement shall be known as City of Marion Field Staff Enterprise Agreement No.11 2021.

1.2 PARTIES BOUND

The parties to this Agreement acknowledge that this Agreement can be varied by consent of all parties, and subject to approval by the South Australian Employment Tribunal at any time during its currency.

The parties to this Agreement will be:

- The Corporation of the City of Marion;
- Employees of Council employed pursuant to the Local Government Employees Award; and
- The Amalgamated AWU (SA) State Union.

1.3 DATE AND PERIOD OF OPERATION

This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal. The nominal expiry date of this Agreement will be 30th of June 2024. The terms and conditions of this Agreement shall continue to be applied beyond the nominal expiry date until the parties enter into a new agreement to cover the terms and conditions of employment for Employees covered by this Agreement.

The Parties agree to commence negotiations for a new agreement 6 (six) months prior to the nominal expiry date of this Agreement.

1.4 RELATIONSHIP TO AWARD AND AGREEMENTS

This Agreement shall be read in conjunction with the Award provided that where there is any inconsistency between this Agreement and/or any Local Area Work Agreement under this Agreement and the Award, this Agreement or the Local Area Work Agreement shall prevail to the extent of that inconsistency. Provided that where this Agreement is silent, the Award shall prevail.

This Agreement shall supersede all previous Certified Agreements, the City of Marion & AWU 2006 Enterprise Agreement Supplemental Memorandum of Understanding and the Deed and Covenant and Agreement between The Amalgamated AWU (SA) State Union and The Corporation of the City of Marion.

1.5 ABSORPTION OF ALLOWANCES

The parties agree that the past increases granted pursuant to all prior Agreements, includes the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the Award with the exception of the Meal Allowance and the Motor Vehicle Allowance.

1.6 NO EXTRA CLAIMS

The parties agree that, other than as provided under an approved Local Area Work Agreement or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of Employees to whom it applies and that the Employees and Union party to this Agreement and Council will not pursue further claims during the term of this Agreement.

Part 2 – CONTINUOUS IMPROVEMENT

The parties agree that Employees will be involved in decisions about 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.

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

- **The community**, through an increase in service delivery, increased value for money and service quality;
- **Council**, by continually improving workplace methods, practices, quality and productivity in an environment where Employees and work teams

during the term of this Agreement will not be required by the Council to actively compete with external groups for the retention of their work; and

- **Employees**, through wages and the conditions contained within this Agreement.

All of the above will be achieved within a framework of consultation and active Employee involvement.

2.1 VALUES

Our values are important to us as they help drive behaviours that will enable us to achieve the strategic direction of the Council. With the community and safety at the forefront of everything we do, Council values:

Respect

Treat everyone, as we want to be treated, where all contributions are valued

- We embrace and celebrate diversity;
- We demonstrate courtesy;
- We acknowledge and listen to others; and
- We communicate and provide explanation for our decisions.

Integrity

Fostering trust and honesty in all of our interactions

- We follow through on commitments;
- We are frank, open, courageous and transparent;
- We are genuine and authentic; and
- We lead by example.

Achievement

Enhancing our knowledge and performance to reach our shared goals, while being dedicated to supporting one another

- We are responsible and accountable for our actions;
- We give and accept feedback;
- We display courage and are decisive; and
- We get things done and celebrate.

Innovation

Encouraging new ideas, and learning from our experience to do things better

- We look for ideas and opportunities to better deliver;
- We pursue informed risk-taking;
- We practice creative problem solving; and
- We explore and share best practice.

2.2 PROBATIONARY PERIOD

The Council will engage all new Employees on a probationary period of up to six (6) months duration for the purpose of facilitating the assessment of the Employee's work performance. A three (3) month interim review will be undertaken during the six (6) months duration.

A probation period enables the Council to monitor the Employee's work performance, attitude and conduct in order to determine whether the Employee meets the fundamental requirements of the position and is willing and able to adhere to the Council's policies, protocols, procedures and Values.

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

2.3 MEASURES AND INDICATORS

The parties agree to use data, information and knowledge to better inform decision-making and to assess and improve:

- How are we really performing;
- What are we good at; and
- What do we need to improve.

Training and support in the use of improvement methods and tools is provided to ensure that Employees can improve the way they carry out their roles, by continually improving systems and processes in order to maximise efficiency, effectiveness and service quality.

The primary role of performance measures and indicators is to assist in the attainment of team, unit and corporate goals in the interest of the Community, Council and Employees.

Performance measures and indicators will be developed and may include (but not limited) to the following:

- Customer service, satisfaction and/or value (internal and external);
- Wastage and rework;
- Service delivery cost;
- Workforce participation in productivity improvements;
- Skills, education and training;
- Equipment down time;
- Work Health and Safety;
- Equal Employment Opportunity; and
- Use of external service providers.

2.4 SERVICE REVIEW

2.4.1 Notification of Service Review

Where the Council proposes to conduct a Service Review, the Council will notify the Union and all the Union Workplace Representatives nominated pursuant to clause 4.1 of this Agreement, in writing. Such notification will include:

- the objective of the Service Review;
- the scope of the Service Review;
- the options to be considered in the Service Review;
- the number of Employees performing work in the service being reviewed;
- the date on which the Council anticipates the Service Review will commence;
- the date on which the Council anticipates the Service Review will conclude; and
- where Council proposes to disclose to the Union, Union Workplace Representatives nominated pursuant to clause 4.1 of this Agreement or members, information which is commercially confidential or otherwise objectively contrary to its interests to disclose, but which relates to the reasonable assessment of labour costs mentioned in the preceding clause, it may require any persons to whom it proposes to disclose such information to execute a Confidentiality Agreement (Schedule 4) .

2.4.2 During the Service Review

Notification from Council to the Union and all the Union Workplace representatives will include:

- any potential implications for Employees, including but not limited to the possibility of work previously performed by Council Employees no longer being performed by Council Employees, any potential significant change to Employees' roles, any terminations, redundancy or redeployment, change in total numbers of hours, change in time or location at which work is performed and any changes in Employee duties; and
- the financial information the Council is considering as part of the Service Review (including any additional information as may arise during the course of the review).

For purposes of this process the Council is not obliged to disclose commercially confidential information or information which, considered objectively, would be contrary to its interests (which includes but is not limited to information identifying the name of any relevant tenderer), however that exclusion does not extend to information which is reasonably required to enable a comparison of labour costs associated with any proposal that work presently performed by Council Employees no longer be performed by Council Employees sufficient to assess whether any such proposed outsourced labour costs (whether such labour is to be performed by Employees or not) are more than, the same as or less than entitlements of Council Employees pursuant to industrial instruments;

2.4.3 Conclusion of Service Review

The Service Review is not concluded until:

- the Council has complied with all of the Council's consultation obligations under this Agreement; and
- if a dispute under the dispute resolution procedure in this Agreement is commenced prior to the conclusion of the Service Review, the Service Review is not concluded (and no final decision will be made) until that dispute resolution process has been completed within the timeframes prescribed by this Agreement.

2.4.4 Consultation

Consultation includes the sharing of information and the exchange of views between the Council, directly affected Employees, the WCC and the Union and the genuine opportunity for directly affected Employees and the Union to

contribute effectively to the Service Review before any final decision is made by Council.

The Council will consult in good faith, which means providing affected Employees and the Union with a genuine opportunity to influence the outcome prior to a final decision being made, and will provide reasons for its decision.

The Union will contribute to and make representatives of the Union available for the consultation process in good faith, and provide reasons for its views or decisions, where possible within five business days.

Union representatives will be given the opportunity to adequately consult with Union members and officials in the workplace on paid time, in relation to a Service Review.

The Council must provide directly affected Employees and the Union with a reasonable opportunity to make written or verbal submissions (as may be requested by the Union) as part of the Service Review.

2.4.5 Dispute Resolution

Either party can access the dispute resolution procedure in this Agreement at any time during or on completion of, a Service Review. If a party wishes to access the dispute resolution procedure in the EA in relation to a Service Review, the dispute resolution procedure shall be commenced at stage 3 as defined in clause 4.4 of this Agreement.

If, during the consultation process, the Council does not agree with items put to it by the Union or Union Workplace Representatives, or the Union/Union Workplace Representatives do not agree with matters put to them by the Council, the party who does not agree with a matter put to them must advise the other relevant party of that disagreement in writing including setting out the reasons for the disagreement together with any verbal submissions about the matter. The other party must be allowed a reasonable opportunity to respond to such written advice prior to the conclusion of the consultation process, with that response to be provided, where possible, within 5 business days.

Part 3 – MANAGING ORGANISATIONAL CHANGE

3.1 JOB SECURITY

The parties agree that changes to workplace methods, practices, quality and productivity must be consistent with the efficient operation of Council. Further the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under this Agreement.

The parties are committed to optimising the employment security of Employees by:

- Taking steps to ensure Council has the benefit of a stable and committed workforce;
- Training and developing Employees to increase their level of skill and ability and providing retraining when necessary;
- Providing an environment which supports career development and equal employment opportunity;
- Implementing consultative mechanisms to ensure timely advice and discussion between Employees and management about any significant changes to service delivery which may impact upon labour requirements; and
- Continuing to manage Council's workforce to minimise the need for involuntary labour reductions.

No forced redundancies will take place during the life of this Agreement for Employees covered by this Agreement (excluding fixed term appointments, casuals and temporary Employees).

3.2 ORGANISATIONAL STRUCTURE

The parties agree that the organisational structure must support the achievement of Council's Strategic Plan whilst ensuring optimum productivity is achieved through the principles of continuous improvement.

Consequently, the organisation structure will from time to time be reviewed to ensure that it supports the provision of efficient and effective services to the community.

3.3 SHARED AND EXTERNAL SERVICES

Council will invest in appropriate skill development, systems and equipment to ensure its workforce is competitive.

The use of external service providers is recognised as a legitimate way of managing the ongoing challenges of a growth in the delivery of services and work programs whilst also maintaining a committed and efficient workforce.

Council will explore opportunities to enter into shared resources, joint enterprise, working regionally with other Councils or service providers, or shared service arrangements to ensure it provides quality and cost effective services to the community.

Where a decision is made to engage in such an arrangement the consultation process set out in this Agreement will apply.

It is the clear position of Council to utilise and promote the use of its in-house permanent Employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will continue to use a predominance of its permanent Employees where they continue to provide a high level of efficiency and cost effectiveness.

Council may determine from time to time to utilise external service providers where any of the following criteria are met:

- Specialised and/or highly technical tasks for which Council does not have the necessary equipment, resources or expertise;
- Seasonal or short term work when employment of additional permanent Employees cannot be justified (recognising that the Award and this Agreement allow for the use of fixed term, casual and agency Employees);
- Large or labour intensive works where the Council is unable to apply the required equipment or resources without adversely affecting existing services or operations;
- It can be clearly demonstrated that it is in the public interest to utilise external service providers; and
- Extraordinary or unforeseen circumstances (e.g. emergency works).

3.4 CHANGE MANAGEMENT

The parties recognise that organisational change is an essential consequence of meeting the needs and expectations of the community.

In line with the values, Council is committed to honest and open consultation with Employees and their representatives. Any proposed significant change(s) will be subject to consultation with directly affected Employees.

Changes should be planned and take into account all resource implications, particularly those which are related to Employees. No matter how small the organisational change, the likely consequence of such change should be considered and possible scenarios, including the financial and human costs of each, considered. Council will deal fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both Employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by management's plans will be consulted regarding these plans and their implementation.

Consultation shall be both verbal and written. Council shall provide in writing to the Employees, the Union and their representatives on request all relevant information concerning the proposed change, including the expected effect on Employees. The input of Employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

In the event of redundancies occurring or positions becoming under-utilised as a result of organisational change, a re-organisation or restructure of Council operations and/or Employees functions, the contracting out of work previously performed, technological change or the reduction or abolition of functions or services carried out by the Council, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent Employees:

3.4.1 Under-utilised Employee

An Employee may become "under-utilised" where one or more of the following occurs:

- Discontinued functions, operations or activities;
- Amalgamation of functions, operations or activities;

- There are more Employees than is necessary for the efficient and economical working of the Department, Unit, Team or Work Group;
- Introduction of technological change which will displace functions, operations or activities; and
- Structural change, including but not limited to, workplace change and/or restructuring.

3.4.2 Redeployment

The Council will make all reasonable efforts, including retraining, to redeploy Employees who have been identified as under-utilised.

Schedule 2 'Redeployment Process' sets out the application of the redeployment process.

3.4.3 Redundancy

A 'redundancy' will be identified only after all reasonable effort has been made to redeploy an under-utilised Employee utilising the Redeployment Process set out under Schedule 2 and no suitable position is available.

Where a determination is made that a redundancy exists, Council may elect to offer a voluntary separation (severance) package to the affected Employee. Employees are under no obligation to accept an offer.

Where the affected Employee has indicated no interest in a voluntary separation (severance) package, consideration shall be given to expanding the field of Employees whom may be offered such a package.

3.4.4 Voluntary Separation Package

An Employee who agrees to take a voluntary separation package as a result of a redundancy shall be entitled to the following amount of severance pay in respect to a continuous period of service:

Current Employees on certification of this Agreement.

- Equivalent of 10 weeks remuneration in lieu of notice. Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional weeks' notice;
- Three (3) weeks' severance pay for each completed year of service at the City of Marion; and

- In addition to the severance pay an Employee with not less than 10 years continuous service, who is over the age of 45 is entitled to an additional 4 weeks severance pay.

New Employees following certification of the City of Marion Enterprise Agreement No.10 2018.

- Equivalent of 5 weeks remuneration in lieu of notice. Employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to an additional weeks' notice;
- Three (3) weeks' severance pay for each completed year of service at the City of Marion; and
- In addition to the severance pay an Employee with not less than 10 years continuous service, who is over the age of 45 is entitled to an additional 4 weeks severance pay.

Additional arrangements for **all** Employees:

- \$2,000 outplacement fee (paid to the service provider); and
- Pro-rata Long Service Leave when seven (7) years of service has been attained.

The maximum package is equivalent to no more than 2 years (104 weeks) salary.

The offer of a VSP will be made available for a period of four weeks from the original date of offer.

An equivalent net workforce reduction must be achieved for each voluntary separation package, which arises out of a bona fide redundancy.

3.4.5 Re-Employment

An Employee, who has taken a voluntary separation package under the provisions of this Clause, shall not be re-hired or re-employed in any direct or indirect capacity for a period of two (2) years from the date of separation from the Council.

All staff are to ensure that when using employment agencies to engage staff for any purpose, it must be specified that the requirement is for staff who have not accepted a voluntary separation package funded by Council in the last two (2) years.

3.4.6 Vacancies

Ongoing vacancies arising out of organisational change under this Clause that result in one or more Employees being deemed under-utilised shall be advertised internally in the first instance.

The purpose of advertising internally in the first instance shall be to allow those under-utilised Employees an opportunity to secure an ongoing position. In these circumstances the internal advertising may be restricted to the department, business unit and/or team directly affected by the organisational change process.

Ongoing vacancies arising outside of an organisational change process may be advertised internally and externally as determined by Council.

Part 4 – COMMUNICATION AND CONSULTATION

4.1 WORKPLACE REPRESENTATIVE ROLE

Upon written advice from the Union that one or more Employees have been appointed as Union Workplace Representatives, Council shall recognise such Employee/s as being accredited by the Union and afford them the following entitlements:

- To be treated fairly and to perform their role as Union Workplace Representative without any discrimination in their employment;
- To formal recognition by Council that appointed Union Workplace Representatives speak on behalf of Union members in the workplace;
- To consultation and access to reasonable information about the workplace and business;
- To reasonable paid time to represent the interests of Union members to the Council and industrial tribunals;
- To reasonable paid time during normal working hours to consult with Union members or to speak with Employees who are eligible to become members of the Union provided prior approval to do so is obtained from the supervisor, and this will not unduly interfere with the work in progress. A request for this time will not be unreasonably withheld; and
- To place Union Bulletins and related Union information on notice boards designated for this purpose subject to such Bulletins and other information not reflecting negatively towards Council or its Employees.

Central to Council's support of Union Workplace Representative is an expectation that in performing their role they should conduct themselves in a manner consistent with Council's values, maintain confidentiality, and act in accordance with Council's Employee Code of Conduct.

Union Workplace Representatives shall be allowed leave with pay up to a maximum five (5) days per annum to attend Union training courses conducted or approved by the Union provided that:

- Not less than four (4) weeks' notice is given to Council of the date of commencement of the training course, including an agenda with the time on which the course is to be conducted. If available, at least two (2) weeks prior to the course the name of the presenter and the syllabus for the course shall be advised in writing to the Council;
- The Council is able to make adequate staffing arrangements during the period of such leave; and
- The course is in accordance with the principle of promoting better industrial relations within the Council.

The Union may make application to the CEO for approval of additional training of Union Workplace Representatives above the number of agreed days specified above outlining the reasons for the request.

To assist the Union Workplace Representative(s) to successfully fulfil the role, Council shall communicate matters affecting the workplace to him or her and will provide access to telephones, interview rooms and/or a secure place to keep Union information to enable the Union Workplace Representative(s) to carry out the role.

Council will provide opportunity for the Union to address new Employees through Council's induction/orientation program.

4.2 WORKPLACE CONSULTATIVE COMMITTEE

The Workplace Consultative Committee (WCC) for this Agreement shall consist of equal numbers of employer representatives and Employee representatives (Employee elected) employed by the Council, including a representative from the Union. Employee representatives will be afforded the opportunity to access relevant training in relation to fulfilling their representative role.

The parties agree that the consultative structure for reviewing and monitoring this Agreement and/or a dispute arising from the operation of this Agreement is the WCC. The role of the WCC shall be:

- Monitor the operation and implementation of this Agreement;
- Function as a collective and where possible, reach decisions through consensus which shall operate as recommendations to the parties they represent;
- To work with Employees and management to maintain the commitments and achieve the aspirations contained in this Agreement;
- Consider reports and ideas generated by Employee and employer representatives on a range of issues;
- Distribute minutes of its meetings and to individually make themselves available to Employees for the purposes of receiving and providing information;
- To monitor the impact of legislative change; and
- To adhere to Council's Employee Code of Conduct and the Workplace Consultative Committee Charter, of which the parties agree to develop through the WCC within the first 12 months of this Agreement.

The WCC shall also be the mechanism for consultation over the introduction of change, in accordance with Part 3 of this Agreement. The WCC shall be consulted prior to decisions being made about any proposed changes. Members of the WCC will be given reasonable opportunity to confer with the parties they represent to enable participation in the decision making process.

The WCC will meet regularly (as required) and at least once every three (3) months.

The WCC is not intended to replace normal line management decision making or assume responsibility for discussing and resolving day to day operational issues, rather to provide an additional means to monitor the progress of this Agreement.

4.3 EMPLOYEE CONSULTATION COMMITTEE

A subcommittee of the WCC titled the Employee Consultation Committee (ECC) shall be established to facilitate the addressing of day to day issues at a local work site level.

The ECC shall consist of those members of the WCC as agreed between the parties from time to time and any other agreed persons.

The role of the ECC shall be to hear and resolve local work site issues of a day to day operational nature which would otherwise not be referred to the WCC in the first instance or be properly resolved through the Dispute Resolution procedure.

The ECC will meet regularly (as required) and at least once every month unless otherwise agreed.

Matters unable to be resolved satisfactorily to all parties may be referred to the WCC.

4.4 DISPUTE RESOLUTION

The purpose of the Dispute Resolution Procedure is to provide all parties to this Agreement a structured process to discuss and resolve all matters of grievance and dispute regarding any aspect of the employment and/or matter arising from this Agreement. Parties agree to use all stages in the Dispute Resolution Procedure to ensure that all issues receive prompt attention and are resolved, if possible, by conciliation at the organisational level.

During the implementation of the Dispute Resolution Procedure, work within the Council and at all Council work locations will proceed without stoppage or the imposition of any bans, work limitations or restrictions whatsoever, except in the case of genuine occupational health and safety issues as defined in the Work Health Safety Act 2012 (SA) and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

At each of the following stages of this procedure, a record should be made of the time and date of discussions and relevant outcomes. Such record should be signed off as accurate by the Employee(s) and relevant supervisor;

Stage 1

Any Employee/s and/or the Union Workplace Representative with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the appropriate immediate supervisor who will endeavour to resolve the matter as soon as possible.

Stage 2:

If the matter is not settled at Stage 1, the Employee/s and/or the Union Workplace Representative shall discuss the matter at issue with the appropriate next higher level of Supervisor, who will endeavour to resolve the matter as soon as possible.

Stage 3:

Should the matter remain unresolved, the Employee/s and/or the Union Workplace Representative and/or Union Organiser shall refer the matter to the respective Manager and/or Human Resources.

If the above procedures do not resolve the issue, either party or their representative(s), will have the right to apply to the Commission for conciliation and if the matter remains unresolved arbitration, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties rights of appeal under the relevant legislation.

Where practical, Stages One, Two and Three should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expeditious resolution.

At any of the above stages parties may agree to mediation or an alternative process in lieu of the prescribed steps in this Clause.

Part 5 – EMPLOYEE WELL-BEING

5.1 WORKPLACE HEALTH AND SAFETY

It is acknowledged that the provision of a safe and healthy work environment will lead to a reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of Employee working life.

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant Workplace Health and Safety legislation and Council policies, procedures and practices will be implemented.

Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of Workplace Health and Safety. This will be a program whereby all Employees within Council, including new starters, will be given an opportunity to gain knowledge of Workplace Health and Safety issues and will embrace such issues as an inherent part of their job function.

5.2 INCLEMENT WEATHER

Inclement weather for the purpose of this Clause will mean the existence of rain or abnormal climatic conditions (whether they be those of hail, snow, cold, high wind, severe dust storm, extreme high temperatures or the like).

The arrangements in this Clause are to be considered in conjunction with Council's relevant policies and procedures.

Field Supervisors are responsible for decisions to alter the scope, location, timings or any other factor of the planned work for the day in response to risks associated with inclement weather. Supervisors and/or Work Group Leaders are to work through all reasonably practicable alternative options before cessation of work is considered or confirmed and are to communicate these decisions to their managers.

People Leaders, on becoming aware of forecast extremes, must initiate and keep updated an Inclement Weather Risk Assessment & Action Plan. Completed risk assessments are to be kept on file.

When the temperature reaches 37°C , as determined by the Bureau of Meteorology at Adelaide (West Terrace/ngayirdapira) the following 'Watch and Wait Protocol' will be enacted:

- A 30 minute wait period is initiated by the Unit Managers;
- Staff working on outdoor sites or non-air-conditioned environments stop work and initiate steps to make the site safe and begin pack up of the works for the day;
- Staff remain on site, whilst the temperature continues to be monitored during this 30 minute period;
- After a period of 30 minutes a further assessment of the weather is conducted and either:
 - the temperature has dropped below 37C and staff can return to work; or
 - there is reasonable likelihood that the temperature will stay at, or above 37C and work will cease for the remainder of the day.
- Where a decision is made to cease work, and alternative work and/or training in an appropriate environment is not available 50:50 will be called for a time 15 minutes after the end of the 30-minute wait period, enabling all staff to return to the City Services Depot and finish work; and

- In some extreme weather situations, the 30-minute wait period may be reduced at the discretion of the Unit Managers.

If the Unit Manager is unavailable for consultation the Coordinator of Field Operations or Field Supervisor will ensure that the above protocol is applied and the Inclement Weather Risk Assessment & Action Plan is completed prior to determining that work will cease for the remainder of the day.

Staff primarily working in an effective air-conditioned environment, (ie. Stores, Workshops, Sign Shop, City Services Building, Southern Depot Building), operating in a satisfactory manner, and who are not dependent on other staff working in a non-air-conditioned environment will not be eligible to cease work because of inclement weather. Employees operating suitably air-conditioned plant (ie. Water Tankers, Street Sweepers) or able to continue work by working in air-conditioned workspaces will remain at work.

The operation of essential or emergency services shall continue as required so long as the appropriate controls are in place to manage the risks.

Time lost due to Employees ceasing work due to inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual Employees accrued time bank and 50% of the time is paid by Council. For example where the Employee normally works an 8 hour and 24 minutes day and is stood down due to inclement weather conditions after 4 hours and 24 minutes, then 2 hours will be paid by the Council to the Employee and 2 hours will be deducted from the Employee's accrued time bank.

Within any financial year the maximum number of hours that any Employee can be required to utilise under the terms of this Clause shall be 50 hours (i.e. no Employee shall be required to offset their accrued time bank by any more than 25 hours p.a.) Should the stand-down hours be greater than 50 hours in a financial year, the Council will pay 100% of wages for the hours greater than 50.

Employees who for family and other reasons are unable to accumulate Toil or unable to make arrangements allowing them to leave work earlier than normal, shall not be required to do so. Alternative work or training will be arranged in these instances.

5.3 ESSENTIAL SERVICES

The parties agree that on occasions Council will have the right to request selected Employees to remain or recall selected Employees to deal with the

maintaining of essential services and responding to emergencies during times of inclement weather.

Employees, who cease work due to inclement weather, and are then requested to remain at work or are recalled within the ordinary span of hours prescribed in Clause 6.1, shall be paid standard pay rates until they exceed the standard day hours of work of 8 hours 24 minutes.

Part 6 – HOURS OF WORK & RELATED MATTERS

6.1 WORKING HOURS

The parties acknowledge that productivity can be enhanced by increasing the flexibility of working hours and expanding the hours in which Employees can work their standard day. It is also recognised that duties and functions carried out by work groups and individual Employees are extremely diverse and efficiency is impacted by a number of factors affecting work groups in differing ways. Changes to the hours of work must recognise these issues, along with the impact of seasons, weather conditions, daylight saving and the type of activity being undertaken.

The following working hour's arrangements will apply:

- The ordinary span of hours shall be between 6.00 am to 8.00 pm Monday to Friday inclusive. Actual shift start and finish times will be determined through consultation and consent between Council and the majority of Employees in the work area concerned;
- The standard day will be 8 hours and 24 minutes, worked over a nine (9) day fortnight consisting of 76 ordinary hours with one Rostered Day Off (RDO) per two (2) working weeks. A standard day worked between 6.00 am to 8.00 pm Monday to Friday shall not attract any additional payment. If the RDO falls on a Public Holiday the RDO will be moved to the next work day or another work day by agreement;
- It is recognised that winter season sunrise times (being the first business day of May and concluding on the last business day of August) have an impact on productivity due to the reduction of suitable and sufficient natural day light for the operation of safe working practices. The parties will work to formulate a standard approach to the winter season shift commencement which ensures safe working practices, productivity and meaningful work are maintained;

- Employees may, by negotiation and agreement with the Unit Manager and dependent upon the nature and extent of work, seasonal demands and logistical support from City Services, vary the standard day on a work group-by work-group basis;
- All changes to the standard day and ordinary hours must be based upon demonstrated productivity enhancement and must be negotiated between the Unit Manager and the work group at least 24 hours prior to the start of the next working day or by mutual agreement;
- The maximum number of ordinary hours that may be worked on any one day is 10 hours; and
- Time can be worked in excess of seventy six (76) hours per fortnight with prior management approval. Such work may by mutual agreement, be banked to the Employees accrued time bank at ordinary time rate and taken as time in lieu, or be paid as follows:
 - Saturday - time and a half
 - Sunday – double time
 - Public Holiday – normal plus time and a half.

This arrangement also includes work on a scheduled RDO. In the event that agreement is not reached, such time will be paid at the appropriate penalty rate in accordance with the Award.

Any Employee required to work outside of the above arrangements will be paid at the appropriate penalty rate in accordance with the Award. Such time may be paid out or banked to the Employee's accrued time bank at the appropriate penalty rate, and be taken at a mutually convenient time. Where applicable, such time will be paid in accordance with any Local Area Workplace Agreement made pursuant to Clause 6.4 of this Agreement

It is also considered by all parties that some overtime can be productive during certain times of the year. It is agreed that overtime can be performed by an Employee when directed by the Council. An Employee who performs such overtime will be paid the appropriate standard penalty rate. The standard penalty component plus core hours will be paid in the normal way at the appropriate penalty rates.

6.2 ACCRUED TIME BANK

Approved hours worked outside of the standard day hours as specified in Clause 6.1 may be placed in the Accrued Time Bank.

By mutual agreement, RDO's may be rescheduled to be taken within the same fortnight at the Employee or Supervisor's request. Where the RDO cannot be taken within the same fortnight, the time will be banked on the following basis:

- Where the Employee requests the change – hour for hour irrespective of how many hours are worked within the fortnight;
- Where the Supervisor requests the change – time will accrue at one and a half times for every hour worked over 76 in the fortnight; and
- Where there is a mutually agreed request for working RDO – hour for hour irrespective of how many hours are worked within a fortnight.

An Employee may bank RDO's and worked TOIL up to a maximum of 50 hours to be taken at a convenient time by mutual agreement between the Supervisor and Employee at ordinary time rates. Any hours banked above 50 hours will be paid out at ordinary time on a quarterly basis or unless otherwise agreed.

Employees will be allowed to incur a debit in their accrued time bank of a maximum of 10 hours. The intent of having the 10 hour debit provision is to enable Employees to have some flexibility in the management of personal situations. Where such debit hours are accrued, it is expected that the Employee will remove the debit within a timeframe of two months.

In the event that the Employee exceeds the 10 hour debit after two months, the hours in excess of the 10 hours will be deducted from the Employee's next pay unless an alternative/acceptable arrangement is agreed with the Supervisor. This should only apply in exceptional circumstances. Employees who have accrued debit hours at the time of their termination of employment with the Council shall have such monies recovered from their final pay.

Any hours in an Employee's accrued time bank in excess of 25 hours, must be cleared by 30 June annually. On this date, any time in excess of 25 hours still available in the Employee's accrued time bank will be paid out at ordinary time rates, unless a mutual agreement in writing is reached between the Employee and Supervisor. Any debit hours owed to the Council must also be cleared by 30 June annually.

6.3 AFTER HOURS CALLOUT PROVISIONS

Council in maintaining a safe environment in our City has an after-hours callout roster to provide an after-hours response to unplanned or emergency matters that may arise.

Employee inclusion on the after-hours callout roster is voluntary and Employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this Clause.

There shall be two Employees rostered on the after-hours callout roster each week of the year. The primary person for callouts in any week will be known as the Standby Person (Call Out 1) and the other Employee nominated in any week will be known as the Backup Person (Call Out 2). Both Employees must make themselves available to attend callouts between the hours of 3.30 pm and 6.30 am, Monday to Friday and all hours of weekends and public holidays.

If the Standby Person (Call Out 1) is not available, they will arrange for coverage of their roster position and provide advice of the change to the Unit Manager Operational Support as soon as practicable in the given circumstances. This would normally be the nominated Backup Person (Call Out 2) for that week. Where the nominated Backup Person assumes the role of Standby Person (Call Out 1), it will also be necessary to nominate a relief Backup Person (Call Out 2). .

Availability is taken to mean the ability to commence the journey to the site of a callout within 15 minutes of receipt of advice of the need to respond to an after-hours callout. Both the Standby Person (Call Out 1) and Backup Person (Call Out 2) are expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

The Standby Person (Call Out 1) and Backup Person (Call Out 2) shall receive, in addition to the ordinary wages otherwise payable, an availability allowance of \$150 for each week that they are required to hold themselves in readiness. The Availability Allowance will be reduced by a pro-rata amount for each hour or part thereof that the Standby Person (Call Out 1) or Backup Person (Call Out 2) has not held themselves in readiness.

The minimum payment for attendance on-site to a callout will be 3 hours at the appropriate penalty loading in accordance with the Award and this

Agreement. Such time will commence from the commencement of the journey to the callout.

Where there is a requirement to attend further callouts while still at or returning from attendance, the additional time worked continues on from the finalisation of the current callout i.e. it is not a separate 3 hour minimum callout. The calculation of time worked for a callout shall commence from receipt of the callout notification.

Payment for time attending a callout will be based on the Employee's substantive wage rate or ME6 whichever is the higher. With the approval of the substantive business Unit Manager an Employee can bank hours worked as TOIL.

An Employee on the callout roster who has attended onsite to a callout is required to have an accumulated break of at least 8 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. The Employee will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 8 hours and the Employee will suffer no loss of ordinary time hours. Should an Employee be required to remain at work on the instructions of the Council, the Employee will be paid at double time rates until released from duty and will not be required to attend for work until a minimum break of 8 accumulated hours has occurred.

The Standby Person (Call Out 1) and Backup Person (Call Out 2) will be provided with a vehicle, equipped with appropriate emergency equipment, for commuter use and for use whilst the Employee is attending a callout. Such use is to be strictly in accordance with Council's policy and procedures. A mobile phone for work use only will be provided to the Standby Person (Call Out 1) and Backup Person (Call Out 2).

6.4 LOCAL AREA WORK AGREEMENTS

The parties agree that for the purposes of continually improving existing workplace methods, practices, quality and productivity that Local Area Work Agreements (LAWA's) may be used within certain work areas to achieve greater client focus on service delivery, increased value for money and a more efficient and effective Council.

LAWA's are not intended to replace or in any way lessen the minimum work conditions set out in the Award or this Agreement. The parties recognise that

a LAWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the Award.

LAWAs may be developed or reviewed subject to the following requirements during the life of this Agreement and will have a lapsing date of no later than expiration of this Agreement:

- Agreement will be by unanimous vote of Employees in the work area. All Employees will be given the opportunity to vote even if they are absent at the time of the vote;
- The LAWA will be in writing and will be subject to agreement between the Council and the Union, and signed by Council and the Branch/State Secretary of the Union with a copy provided to the Commission;
- Development of the LAWA will involve the Council, Council Employees directly affected and the Union;
- The scope of areas covered by the LAWA may include all of a work unit, section or group of Employees as determined by the parties. A LAWA shall not be made in respect of an individual Employee;
- Where LAWA initiatives seek to alter the Award or this Agreement, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA;
- It is acknowledged by the parties that any LAWA agreed during the life of this Agreement will not form a part of this Agreement, unless a variation to this Agreement is made to incorporate its terms. However, by approval of the Union, a new LAWA developed during the life of this Agreement may come into operation prior to the Agreement's expiry, provided it does not disadvantage the Employees involved;
- Confirmation of the LAWA will be made by letter to all affected Employees; and
- Employees entering a work area covered by a LAWA who did not participate in the initial construction and unanimous vote of Employees shall be presented with the LAWA as a condition in their letter of employment offer.

Any dispute relating to the operation of a LAWA will be managed in accordance with the agreed procedures and timelines under Clause 4.4 of this Agreement.

6.5 FIXED TERM CONTRACTS

Council will ensure that Employees employed under a fixed term contract arrangement receive salary and conditions under this agreement as a minimum.

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

- For a specific project of defined duration or for work of a limited duration;
- For a position that is funded from an external body;
- To replace an Employee who is on extended leave, ie. parental leave, Long Service Leave;
- Where the Council wishes to utilise fixed term contracts for other reasons, it may do so provided consultation takes place with the WCC. A fixed term contract offered by the Council will contain the following provision:
 - The term of the contract shall be for no less than 3 months and for no greater than 5 years
- For contracts with duration of up to 12 months, the Council shall give the incumbent a minimum of 4 weeks' notice of its intention not to renew the contract; and
- For contracts with duration of more than 12 months, the Council shall give the incumbent 3 months' notice of its intention not to renew the contract and the grounds on which the decision was made.

Where the Council has resolved to continue with the same position for a further fixed term, or additional funding from an external body is provided, then the incumbent shall have the right to renew the contract subject to having performed their duties satisfactorily in accordance with the expectations of the position description and Council's performance review process.

Prior to entering into a fixed term contract, the opportunity to seek advice from their Union shall be afforded to the prospective contract Employees.

The Council will provide information to the WCC on the utilisation of Fixed Term employment contracts on a quarterly basis. The WCC will review these arrangements as part of their role in monitoring the implementation of this agreement.

Part 7 – WORK/LIFE BALANCE

Council values the significant contribution our Employees make to achieving improved community outcomes. We also recognise that high Employee satisfaction is a key to our success in delivering those outcomes. All jobs have differing requirements and opportunities for flexibility, and Employees have differing needs in relation to balancing their work and private lives. Providing Employees with the flexibility to properly balance their needs, whilst maintaining a focus on community outcomes, will help to ensure that Council attracts and retains high quality Employees.

Whilst it will not be possible for all Employees to access the full range of flexible working options due to requirements of their individual jobs, where there is mutual agreement, a range of flexible working arrangements may be available.

Council is committed to, and understands the importance of assisting all Employees to achieve life balance where possible. Council will endeavour to provide strategies which enable Employees to manage their personal obligations alongside their employment responsibilities.

7.1 TRANSITION TO RETIREMENT PROGRAM

Council recognises that the decision to retire may not be easy for some; every person's journey is both personal and unique. Council's Transition to Retirement Program provides staff with information and resources to help them make the most out of transitioning to retirement.

Council's Transition to Retirement Program enables Employees who are approaching their notional retirement age, but are unable to continue or do not wish to continue to work full-time, to work fewer hours.

By written agreement between an eligible full-time or part-time Employee and the relevant General Manager, an Employee may participate in the Transition to Retirement program that is offered by Council. Transition to retirement will be at the discretion of the relevant General Manager.

The terms of the transition to retirement must be specified in a written Transition to Retirement agreement that is to be signed by the Employee and the General Manager.

An Employee may request to reduce their hours as part of accessing the Transition to Retirement Program. Approval will be dependent upon organisational needs and the role the individual performs.

Employees requesting part-time arrangements may be eligible to work part-time and access up to 500 hours of their accrued leave entitlement (excluding sick/paid personal need leave) to make up a full fortnight's (76 hours) pay under the following conditions:

- The Employee has completed at least five (5) years continuous employment with Council;
- The Employee retains a balance of fifteen (15) days of personal leave per annum;
- The Employee is medically fit to perform full time work;
- The Employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy; and
- 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 personal leave entitlement.

An Employee who is participating in a phased retirement program 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 Supervisor.

Contract and casual Employees are excluded from this Clause.

7.2 PURCHASED LEAVE

Employees have the option, subject to approval of the relevant General Manager, to purchase up to four (4) weeks additional leave per year.

An Employee's annual salary/wage will be reduced by the value of the amount of leave purchased. The additional purchased leave will not be able to be accrued and must be taken each year.

If the Employee is unable to take the additional leave his/her salary will be adjusted at the completion of the 12 month period to take account of the fact that time worked during the year was not included in the salary. Leave will be credited at the pay rate on application.

Leave loading does not apply to any additional annual leave purchased.

This Clause should be read in conjunction with Council's policy and procedure, as amended from time to time.

7.3 WORKING FOUR OUT OF FIVE YEARS

An Employee may seek approval to work 4 years at 80% normal salary and take the 5th year as paid leave. For the purpose of this Clause, a year is calculated on one (1) year (365 days) from the approval date, not the Employee's anniversary or commencement date with Council.

An Employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the relevant General Manager.

Where an Employee takes the 5th year paid leave under this arrangement, the period of leave shall not constitute a break in service and the Employee will not accrue any form of leave entitlement during this time.

The 5th year must be taken at the end of the 4 years' service, unless otherwise agreed by the General Manager and Employee. Where an Employee takes the 5th year paid leave under this arrangement before completing the 4 year period a lump sum payment for salary forgone will be made.

Working four out of five years is available only when an Employee has cleared any accrual of annual leave which is greater than 152 hours.

Increases to wage rates arising under this Agreement during the Employee's absence on leave during the 5th year shall be applied to the Employee's classification wage rate as it applied at the end of the 4th year. Employees will return to work at the rate of pay that they were classified at the end of the 4th year of the arrangement.

Where an Employee elects to resign during the 5th year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement

will be reimbursed to the Employee in full less any deduction in respect of taxation in accordance with the law.

7.4 TERM TIME WORK

Term time work is related to school patterns. Instead of having just four weeks of annual holidays, Employees have an extra 10 weeks (approximately, depending on secondary or primary schooling and public or private school) of leave. This gives Employees the chance to work during term time but care for his/her school-age child/children requiring the Employee's direct supervision during the school holidays.

7.4.1 Term time work arrangements are applicable for each calendar year, that is, from 1 January to 31 December each year.

7.4.2 To be eligible for term time work arrangements, the Employee needs to have been engaged by the Council for a period of at least 12 months prior to the commencement of the term time work arrangements (if approved).

7.4.3 An Employee must make a written request to his/her General Manager seeking term time work arrangements, for the following calendar year, by 30 September. Such arrangements are subject to the approval of the Employee's General Manager. Alternatively, if an Employee wishes to cease his/her term time work arrangements for the following year, the Employee must provide written notice to his/her General Manager by 30 September of his/her wish to do so.

7.4.4 The approval of an Employee's term time work arrangements request will be at the absolute discretion of the Council, which will take into consideration the operational needs of both the Employee's department and the Council during any school holiday period. Term time work arrangements will not be approved if the Employee's absence during school holidays will impair the Council's service delivery.

7.4.5 If an Employee's term time work arrangement request is approved, the following conditions apply:

- The Employee will be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the Employee works at the Council;
 - *For example, if the school terms result in the Employee working 40 weeks in one calendar year, the Employee will be required to cash*

out 10 Rostered Days Off. If the number of weeks worked are not divisible by four, the Rostered Days Off to be cashed out will be determined on a pro rata basis.

- The Employee will be required, in the first instance, to utilise their accrued annual leave entitlement in meeting their absence during the school holiday periods of their term time work arrangements;
- The Employee's annual salary will be determined on a pro rata basis in accordance with the number of weeks worked. The Employee's pro rata annual salary (based on the averaged hours) will be averaged out over the entire calendar year so that the Employee receives the same payment each pay regardless of whether he/she worked;
 - *For example, a full-time Employee works 1976 hours per year (52 weeks x 38 hours per week). If, in accordance with a term time arrangement, an Employee only works 40 weeks per year, that Employee's annual salary will be averaged over 52 weeks as set out below:*
 - *40 weeks x 38 hours = 1520 hours per year*
 - *1520 divided by 52 weeks = 29.23 hours per week, therefore, the Employee's weekly salary under the term time work*
 - *arrangement will be 29.23 hours x the Employee's hourly rate of pay.*
- The Employee's fortnightly wages paid during term time work arrangements will be based on the average hours worked over the entire calendar year;
- The Employee will accrue annual and sick leave on a pro rata basis (based on the average weekly hours);
- If a public holiday coincides with a day which, as a consequence of the term time work arrangement, the Employee does not work, the Employee will not receive payment or a day off in lieu in respect of that public holiday, it being noted that the Employee's pro rata annual salary incorporates payment in respect of all public holidays each year;
- The periods during which the Employee does not work as a consequence of the term time work arrangement will not break the Employee's continuity of service with the Council and shall be taken

into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987 (SA);

- The Employee will only be eligible to move to the next increment within his/her substantive classification upon the achievement of 1,976 hours at the increment to which he/she was classified at the time that the term time work arrangements commenced; and
- An Employee may negotiate a lesser period of unpaid leave. In such circumstances, the Employee's salary will be determined on a pro rata basis in accordance with the number of weeks worked. The Employee will also be required to cash out (not accrue) any Rostered Days Off that would accrue for the period during which the Employee works at the Council.

7.5 JOB SHARE

Job share is an arrangement where two Employees, by mutual agreement with their Supervisor, share all the duties and responsibilities of a permanent full time position as a means of balancing work and personal needs.

An Employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the relevant General Manager.

Council will maintain an open job share register to enable Employees to record their interest in job share.

The agreed hours of work for the job share team will not exceed ordinary hours per fortnightly cycle for a single full-time Employee. Communication between the participating job share Employees will be of vital importance. Where such communication is needed each job share Employee's ordinary hours may include time for mutual discussion and briefing as agreed with the relevant Supervisor.

In the case of short term casual absence such as sickness and emergency leave of one of the job share Employee's, the remaining job share Employee may volunteer to relieve. In the case of a planned or structured absence, the job share Employee's may elect to take leave co-jointly. Should leave be taken separately, the remaining job share Employee may volunteer to relieve. Where business needs dictate the absence of the job share Employee should be covered, it is seen as highly desirable that the remaining job share Employee be prepared to relieve.

7.6 EMPLOYEE HEALTH AND WELLBEING

Council is fully committed to aiding Employees to improve their overall health and wellbeing both at work and in their personal lives.

Councils' 'Think Safe Live Well' program underpins our vision to achieve a culture that enhances wellbeing and safety through a commitment to zero harm and enhanced wellbeing. The agreed objectives for the 'Think Safe Live Well' program are:

- To engage the hearts and minds of our people;
- To develop the capability of our leaders to enhance staff wellbeing; and
- To improve our current safety systems in order to reflect a wellbeing culture.

The following health and wellbeing programs support achievement of Council's 'Think Safe – Live Well' program;

7.6.1 Employee Wellbeing Program

Council will provide Employees and their immediate family members with access to professional, independent and confidential counselling services at no cost to the Employee. The self-referral service will be available 24 hours per day, 365 days per year.

Employees are entitled to three (3) free visits in relation to any one matter, whilst further visits may be negotiated with the Human Resources Unit.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

7.6.2 Corporate Health Program

Council will provide the opportunity for Employees to voluntarily participate in the Changing Shape Program (or other replacement programs) as provided for in partnership with the LGA Worker's Compensation Scheme. The Changing Shape Program may consist of, but will not be limited to, the following:

- *Health assessment;*
- *Skin cancer screening;*
- *Body trim program; and*
- *Monthly health tips.*

7.6.3 Employee Immunisation Program

Council will provide an annual Employee Vaccination Program consisting of, but not limited to, the following vaccinations:

- *Influenza; and*
- *Hepatitis B.*

7.6.4 Quit Smoking Program

Council is committed to supporting Employees who declare a pledge to cease smoking and intend to become involved in a formal Quit Smoking Program (in partnership with Quit Smoking SA) or other medically recognised treatment program.

In support of the Council's commitment to Employee's participating in a formal Quit Smoking Program or recognised treatment, the Council will pay half of the actual cost of a recognised program or treatment to a maximum total value of \$150. Reimbursement of half of the treatment cost option shall only be paid upon receipt being provided to the Human Resources Unit.

The Quit Smoking Program and treatment may include patches, hypnotherapy, acupuncture or any other form of medically accepted therapy.

If an Employee continues to refrain from smoking for a period of 12 months, Council commits to reimbursing the full cost of the recognised program or treatment for the period stated above to a maximum total value of \$300 for the overall program.

This Clause should be read in conjunction with Council's relevant policy and procedures.

7.6.5 Income Protection

It is recognised that long term sickness or injury can happen to anyone and can have a devastating effect on the individual's personal and financial affairs. In support of Employees and their families, Council will facilitate access to income protection through the Local Government Risk Services or other agreed provider as agreed between the parties. The cost of income protection will be borne by the Employee.

During a period of absence where an Employee is accessing income protection payments, the Employee's continuity of service is preserved, however there will be no entitlement to accrue annual, personal or long service leave.

Part 8 – LEAVE PROVISIONS

8.1 PAID PERSONAL NEED LEAVE

An Employee is entitled to paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the Employee or for any other reason of a genuine personal nature that, by its nature, does not permit an Employee to attend work where the circumstances are of an urgent nature and are neither foreseeable or capable of being planned in advance.

Leave for the purpose of this Clause operates entirely on the basis of trust and the Employee's genuine assessment of the need to take that leave.

Subject to sub-clause 8.1.1, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the Employee at any given time) and will be automatically authorised by Council.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her supervisor or nominated contact of the need to take Personal Need Leave prior to the commencement of his/her start time, and if this is not possible by making every reasonable endeavour to make such notification as soon as practicable in the given circumstances.

8.1.1 Where trust is broken

An Employee's access to Paid Personal Need Leave may be withheld in the following circumstances:

- Where the Employee on more than two occasions fails to notify Council of their need to take leave in accordance with Clause 8.1 above; or
- Where the Employee, following counselling or a warning about their behaviour or conduct, engages in conduct or behaviour that is inconsistent with Council's values; or
- For any valid and good reason that the Council may have.

Where Council wishes to implement this restriction, it must provide the Employee an opportunity to respond to the proposed course of action before a final decision is made. Council's decision will then be final, and may only be reversed at Council's discretion having regard to the Employee's ongoing behaviour, conduct and approach to his/her personal leave.

An Employee whose access to Paid Personal Need Leave is restricted is required to produce a medical certificate for any absence taken. An Employee will not be required to produce a medical certificate for such absence where the circumstances would make it unreasonable for the Employee to do so. In this case the Employee must provide Council with a Statutory Declaration or any other form of reasonable evidence to the satisfaction of Council that substantiates the reason for the absence.

Failure to provide a medical certificate, Statutory Declaration or other form of reasonable evidence to the satisfaction of Council may result in non-payment of leave. In such cases the time away from work will be regarded as an unauthorised absence.

8.1.2 Extenuating Circumstances Leave

Special paid leave may be granted in exceptional circumstances at the discretion of the CEO, where personal and genuine needs exist.

8.2 CARER'S LEAVE

An Employee, other than a casual Employee, with two (2) years continuous service shall be entitled to apply for the following unpaid leave:

- Up to two (2) years unpaid leave to care for a member of the Employee's immediate family who is ill or may have a disability, mental illness, chronic condition, or be too elderly to take care of themselves; and
- Up to 12-months unpaid leave to undertake the care of their grandchild.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

When making an application for leave the Employee's Supervisor may request:

- Proof that the child is the grandchild of the staff member; and
- A medical certificate in the name of the immediate family member requiring care or other satisfactory documentary evidence attesting that the immediate family member requires care.

A grandparent is the relative of their child's child, arising out of a marriage, a de facto relationship, adoption, guardianship, or same sex couple relationship.

A grandchild is the natural or the adopted child of the Employee's child or their partner's child, arising out of a marriage, a de facto relationship, same sex couple relationship or as a single parent.

Carers leave will:

- Normally be taken in a single block;
- Not be unreasonably refused by the Supervisor;
- Not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987; and
- Be approved following the Employee having made application to utilise available annual leave or long service leave accruals.

Taking a period of Paid Personal Need Leave, annual leave or long service leave does not prevent an Employee applying for and having carers leave granted.

Where practicable an Employee shall advise the Council in writing 10 weeks prior to commencing carers leave of the dates of the leave to be taken. If the scheduled return date changes, the Employee will provide 4 weeks' notice of the date of return.

The terms and conditions of carers leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An Employee's early return from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

An Employee on carers leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An Employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of Clause 3.5.2 shall apply.

Carer's leave may be extended but under no circumstance will the time on carer's leave extend beyond three (3) years. The leave may be taken in up to twelve (12) month blocks, but not exceeding three (3) years in total.

Employees may work on a part time basis at Council while on carer's leave. The terms and conditions of such part time work will be negotiated and agreed by the parties and documented by the parties.

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

8.3 PROFESSIONAL DEVELOPMENT LEAVE

Employees may apply for up to two (2) years leave without pay to undertake a course of study or to take up a vocational or professional development placement, subject to the Employee having two (2) years continuous service with Council at the time of commencing the leave.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this Clause beyond the expiry of their contract.

Council will consider all applications on their merits taking into account operational arrangements and practicalities as well as the demonstrated benefits to Council.

Absence on professional development leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

An Employee on professional development leave for up to 12 months is entitled to the position that they held immediately before proceeding on leave except where otherwise agreed in the terms and conditions of the leave. An Employee, upon returning to work after leave of more than 12 months duration, is entitled to a position at the same classification if such a position is available, otherwise the provisions of Clause 3.5.2 shall apply.

The terms and conditions of the leave and return to work shall be agreed and documented by the parties prior to commencement of the leave. An Employee's request to return early from leave prior to the date agreed at the time of commencement of such leave shall be subject to further terms and conditions agreed and documented between the parties.

8.4 PARENTAL LEAVE

The intent of this clause is to provide the flexibility for either parent to assume the primary care giver role and to minimise the impact of parenthood on career and income levels.

8.4.1 Eligibility for paid parental leave

Full-time and part-time staff who have a minimum of 12 months continuous service with the Council will be entitled to 12 weeks of Paid Parental Leave following the birth, adoption or long term fostering of a child. This paid leave shall be available only to the parent who is fulfilling the role of primary care giver of the child/children.

Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this clause beyond the expiry date of their fixed term contract.

8.4.2 Applying for paid parental leave

It is not the intention of this clause to enable both parents to take paid parental leave as primary carers simultaneously except in the following circumstances:

Secondary carers will have the period of paid parental leave reduced by the length of any period of paid parental leave received by their partner from the partner's employer if they intend to become the primary carer.

Secondary carers converting to primary carers will be required to provide the following documentation:

- Certification in relation to their partner's pregnancy as required under the Award; and
- Verification of any period of paid or unpaid parental leave being taken by their partner from their employer.

There will be no requirement to take the full period of 52 weeks Unpaid Parental Leave. However, a medical certificate stating the Employee is fit to undertake the full range of the Employee's substantive position will be required if returning to work less than six weeks after the birth.

8.4.3 Payment of parental leave

The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.

For permanent part-time staff, on set hours, a pro rata payment will apply based on the set hours worked at the time of commencing parental leave. Where a permanent part-time staff member is on variable hours pro rata payment will apply based on average hours worked over the preceding 12 months.

Payment for parental leave will cease if the Employee resigns during the period of Paid Parental Leave.

The period of Paid Parental Leave provided by the Council will count as service. Employees shall be eligible to receive the 12 weeks of Paid Parental Leave under this clause in addition to the 18 weeks payment from the Federal Government as prescribed by the Paid Parental Leave Act 2010 (Cth) (the PPL Act).

Such paid leave, whether taken over a period of 12 weeks or more than 12 weeks, will count as time worked for the purposes of annual leave and sick leave accrual. Paid leave will also attract superannuation in accordance with the Superannuation Contribution clause in this Agreement.

Employees have the option to spread the payment for Maternity, Adoption, Foster or Supporting Partner leave over a period of up to 24 weeks at a rate of half normal salary. The first 12 weeks of leave counts as service for all purposes. Any leave in excess of 12 weeks does not count as service in accordance with the Long Service Leave Act 1984 (SA).

The Employee may make a written election as to whether they wish to receive the Council and PPL Act entitlements simultaneously (both at the same time) or consecutively (one after the other).

In the event that the Federal Government alters/repeals the PPL Act and introduces a new scheme, the parties to this agreement agree to consult each other with the aim of amending this clause to enshrine the changes to the PPL Act or any new legislation within this enterprise agreement by a variation application.

Notice periods and certification requirements will be in accordance with the Award.

Unpaid Parental Leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

8.4.4 Superannuation Contribution

Council recognises that working parents are disadvantaged in the building of superannuation retirement savings due to family responsibilities.

As the PPL Act does not envisage that superannuation will be paid in addition to the Federal Government entitlements, the Council will make statutory superannuation contributions in respect of the entitlements paid to the Employee under the PPL Act, in addition to those entitlements under this clause for those Employees having 12 months continuous service with the Council.

The council shall also make statutory superannuation contributions in respect of the period of Unpaid Parental Leave taken by eligible Employees up to a maximum of 40 weeks.

8.4.5 Applying for Adoption Leave

Following adoption approval, an Employee who is the primary carer of the child is entitled to Paid Parental Leave where:

- the adoptive child is under school age on the day of placement;
- the adoptive child did not previously live with the Employee for a period of six months or more before the day of placement; and
- the adoptive child is not a child or step-child of the Employee or the Employee's partner, unless that child had not been in the custody and care of the Employee or the Employee's partner for a significant period of time.

Documentary evidence of approval for adoption must be submitted to the Chief Executive Officer when applying for Adoption Leave.

Adoption Leave is available from one month prior to the date of placement of a child and must be taken as a single, unbroken period.

8.4.6 Applying for Foster Care Leave

An Employee, who is an approved applicant for the purposes of the long term fostering of a child (where the child is placed under guardianship of the Minister until reaching 18 years of age) is entitled to Paid Parental Leave where:

- the child is under school age on the day of placement; and
- the child did not previously live with the Employee for a period of six months or more before the day of placement.

Foster Care Leave is available from one week prior to the date of placement of a child who has not previously lived with the Employee for a continuous period of six months or more and should commence within eight weeks of the child being placed.

Documentary evidence of approval for the long term fostering of a child must be submitted to the Chief Executive Officer when applying for Foster Care Leave.

8.4.7 Applying for Supporting Partner Leave

An Employee who provides with 10 weeks' notice a certificate from a qualified medical practitioner confirming the pregnancy of their partner and specifying the expected date of delivery shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service Employees will be granted one (1) week of paid partners leave;

- b) after 24 months of continuous service to less than 36 months service Employees will be granted two (2) weeks paid partners leave; and
- c) after 36 months of continuous service Employees will be granted three (3) weeks paid partners leave

This leave entitlement can only be applied for and taken within 6 months of the expected date of delivery. The period of paid partners leave will be paid in the normal fortnightly pay from the commencement of the parental leave. Any public or statutory holiday which may fall within the period of paid partners leave shall be counted as a day of such parental leave.

Absence from work during paid partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

Employees who do not have the appropriate length of service and whose partner gives birth to or who adopts or fosters a child is entitled to four weeks of unpaid supporting partner leave immediately following the birth or adoption or long term fostering of a child.

Unpaid Supporting Partner Leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.

A request for Supporting Partner Leave when submitted must be accompanied by documentary evidence.

In the event that the Federal Government alters/repeals the Dad and Partner Pay and introduces a new scheme, the parties to this agreement agree to consult each other with the aim of amending this clause to enshrine the changes to the Dad and Partner Pay.

8.4.8 Eligibility for parental leave following miscarriage/still birth

In the unfortunate event of a still birth (pregnancy of more than 20 weeks), the Employee may apply for any period up to a maximum of 52 weeks parental leave. The period of paid parental leave can still be taken during that period. The Council may also approve other forms of paid and unpaid leave during that period.

In the event of a miscarriage (pregnancy of less than 20 weeks), Council may approve periods of paid and unpaid leave as determined on a case by case basis.

This clause applies to female Employees only. Supporting partners may access other leave provisions in order to provide support to their partner in the event of a miscarriage or still birth.

8.4.9 Return to Work After Parental Leave

On ending Parental, Adoption, Foster or Supporting Partner leave, an Employee is entitled to return to:

- the Employee's pre-leave duties; or
- if those duties no longer exist—an available position for which the Employee is qualified and suited at the same Classification and pay as applied pre-leave.

Any change to the Employee's job status and/or conditions of employment will be by mutual agreement. For the purposes of this Clause, duties mean those performed:

- if the Employee was moved to safe duties because of the pregnancy—immediately before the move; or
- if the Employee began working part-time because of the pregnancy—immediately before the part-time employment began; or
- otherwise - immediately before the Employee commenced Parental, Adoption, Foster or Supporting Partner leave.

An Employee returning to duty from Parental, Adoption, Foster or Supporting Partner leave will have the right to access part-time work in accordance with the part-time provisions of this Agreement or a Flexible Work Arrangement in accordance with the Council's Policy.

If the Employee has been in their current position for at least six months, the Employee will be eligible to go to the next higher step in their level on their return to work. If the Employee has served less than six months, no salary adjustment will occur and the Employee will return to work on their former level and step.

8.4.10 Keeping in touch days whilst on parental leave

During the period of Parental Leave staff are entitled to access keeping in touch days pursuant to the Fair Work Act 2009 section 79A.

This allows staff to remain connected with their workplace and help them transition back into work, without losing their entitlement to Parental Leave Pay. Staff can access up to 10 Keeping in Touch days from the time they become their child's primary carer until the end of their Parental Leave period, however a Keeping in Touch day cannot be taken within the first 2 weeks following the birth or adoption of their child

Keeping in touch days can be worked, as a part day, 1 day at a time, a few days at a time or all at once. Staff get their normal wage for each keeping in touch day or part day. The purpose of the keeping in touch days is to participate in agreed work activity which may include, but is not limited to, a planning day, undertaking training or attending a conference.

In the event that the Fair Work Act 2009 is altered/repealed and/or a new scheme is introduced this will supersede the details of this clause.

8.5 LONG SERVICE LEAVE

Full time and part time Employees are eligible for pro rata long service leave after 7 years of continuous service. For the purposes of this Clause, service shall include continuous service with prior council/s within South Australia subject to there being sufficient credit received by Council from such previous employing council/s.

Upon termination of employment, full time and part time Employees with at least seven (7) years continuous service shall be paid out any pro rate long service leave.

Where an Employee commences on a period of long service leave, the Employee may, if Council and the Employee so agree in writing, be paid for each week of that period at:

- half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the Employee the opportunity to take double the period of Long Service Leave on half pay; or
- double the pay at which they would otherwise be entitled. Being paid at double the rate of pay provides the Employee the opportunity to take half the period of Long Service Leave at double the pay.

This Clause should be read in conjunction with Council's relevant policy and procedures as amended from time to time.

8.6 CULTURAL LEAVE

In recognising all cultures within the workforce, Council may allow an Employee to take approved leave to attend a recognised cultural nation day of celebration relating to their culture. The form of approved leave may be banked hours or any other accrued leave in accordance with the leave provisions.

All cultural leave will be mutually agreed in advance between the Supervisor and the respective Employee.

8.7 VOLUNTARY EMERGENCY MANAGEMENT LEAVE

An Employee who is a member of a voluntary emergency management body may be eligible for up to five (5) days of paid leave in any 12 month period to participate in emergency management activities related to an emergency or natural disaster such as fire fighting.

A further five (5) days of paid leave in any 12 month period may be accessed subject to the agreement of the relevant Supervisor.

Participation is subject to operational needs of Council not being placed at risk due to the Employee being granted leave to participate in emergency management activities.

An Employee who applies for leave under this Clause shall provide evidence that they have been requested by or on behalf of the body to carry out the activity and upon completion of the emergency management activities the Employee will provide a statement of attendance to support taking of such leave.

It shall be the responsibility of the Employee to keep the Supervisor informed about the time off required to attend to emergency management activities and any impact this absence may have in relation to the Employee's normal duties.

This Clause should be read in conjunction with Council's relevant policy and procedures.

8.8 JURY SERVICE LEAVE

A full-time or part-time Employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:

- The Employee notifies Council as soon as possible of the date/s involved in the jury service;
- The Employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance;
- The Employee claims from the relevant Court the full amount payable in respect of jury service (excluding amounts reimbursed for travelling) and repays such amounts in full to Council; and

- The Employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

Jury service shall count as service for the purposes of the Award, Agreement or Long Service Leave Act 1987.

8.9 BLOOD DONOR LEAVE

An Employee, other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of four separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the Employee and Supervisor.

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 the Council

8.10 BEREAVEMENT LEAVE

An Employee, other than casual, shall be entitled to two (2) days Bereavement Leave as per the Award.

Where personal and genuine needs exceed those circumstances outlined in the Award, Bereavement Leave may be granted at the discretion of the relevant Manager.

8.11 FAMILY VIOLENCE LEAVE

We recognise that Employees sometimes face situations of violence or abuse in their personal life and therefore, we are committed to providing support to staff that experience family violence.

We will provide a supportive working environment in which Employees feel comfortable to speak up and seek help and support.

An Employee experiencing family violence or supporting an immediate family member who is experiencing family violence has access to the Family Violence Procedure and associated Policies.

Part 9 –CLASSIFICATION AND REMUNERATION

9.1 FIELD SUPERVISORS

This Clause applies only to those Employees who are appointed and remain in the position of Field Supervisors.

An Employee appointed to the position of Field Supervisor shall be paid a base salary rate in accordance with the Wage Schedule 1. A newly appointed Field Supervisor will be appointed at the first increment of the salary rate.

In addition to the base salaries outlined in this Clause, Field Supervisors (excluding the Supervisor Workshop) may be provided with a Council owned vehicle in accordance with Council's Policy, as amended from time to time.

Field Supervisors provided with a vehicle may elect to use the vehicle for commuter use in accordance with Council's Policy, as amended. Field Supervisors will have the opportunity to make such an election once per annum.

The base salary rates referred to in the Salary Schedule 1 will be reduced by \$3,669.28 per annum for commuter use. This value has been determined using Council's fleet discount purchase price (inclusive of the costs of fitted accessories) as applied to the Mercer Car Formula published in the Mercer Fact Pack 2016/2017 Edition. As the Mercer Car Formula Formulae does not incorporate assumptions for commuter use, a discount of 75% has been applied. The value attributed to commuter use of the vehicle shall be reviewed where Holden vehicles are no longer purchased.

If the employment of a Field Supervisor, who has elected to use the vehicle for commuter use, comes to an end, the pre-election base salary rate (i.e. rate applying before electing commuter use) will be used for the purposes of calculating the Employee's entitlements upon termination.

Employees who perform Mixed Functions/Higher Duties (in accordance with the Award, Clause 5.4) in the capacity of Field Supervisor will be paid at the first increment of the Field Supervisor's base salary rate in accordance with the Salary Schedule .1. An Employee who has successfully completed the Certificate IV in Frontline Management shall be paid at the second increment.

9.2 WORK GROUP LEADERS

This Clause applies only to those Employees who are appointed and remain in the position of Work Group Leader.

An Employee appointed to the position of Work Group Leader shall be paid a base salary rate in accordance with the Wage Schedule 1.

Employees who perform Mixed Functions/Higher Duties (in accordance with the Award, Clause 5.4) in the capacity of Work Group Leader will be paid at the corresponding increment of Work Group Leader base salary rate to that of their substantive classification, in accordance with the Wage Schedule 1.

9.3 LEVEL 4/5 TRANSITION

Council recognises the importance of having a highly skilled, qualified and motivated workforce. To recognise and encourage skill development in line with operational requirements, Council will reclassify Level 4 Employees to Level 5 where those individuals have:

- Obtained a Horticultural or Civil Construction Level 3 certificate from a recognised training provider or institution, (or have equivalent relevant knowledge and experience in Horticultural or Civil Construction to the satisfaction of Management) and perform Level 5 duties of a Horticultural or Civil Construction tradesperson as per the Award;
- Operate plant/machinery and undertake duties commensurate with Level 5 classification in the Award as a routine part of their normal work to the satisfaction of Management; and
- Obtained a Certificate 3 Warehousing Operations from a recognised training provider or institution and perform Level 5 duties where employed in Stores/Recycling.

Part 10 – WAGE ADJUSTMENTS

10.1 ANNUAL WAGE INCREASES

Council agrees to pay the following wage increase to all Employees (refer Schedule 1 for wage rates);

- A 1.5% increase will be paid to all Employees effective from the first full pay period occurring on or after 1 July 2021;
- A further 1.5% increase, effective from the first full pay period occurring on or after 1 July 2022; and
- A further 1.5% increase or the Total Adelaide all groups CPI as at the March Quarter for 2021, 2022 & 2023 less 3%, whichever is the greater, effective from the first full pay period occurring on or after 1 July 2023.

Part 11 – OTHER ARRANGEMENTS

11.1 TRAINEES

The parties agree that opportunities for young people to gain training and experience in the organisation is an important strategy in addressing succession and workforce planning needs. Council Employees will provide a commitment to pass on knowledge and provide direction and assistance in helping trainees to integrate into the workforce.

Trainees will not be used in positions that require significant experience, knowledge or plant operator competencies.

11.2 ENTITLEMENT TO CASH OUT ANNUAL LEAVE

An Employee may request to forgo an entitlement to take an amount of annual leave credited to the Employee if:

- The Employee provides in writing to elect to forgo the amount of annual leave;
- The Employee has an annual leave balance greater than 152 hours at the time of the request; and
- The Employee demonstrates proactive management of their own leave entitlements in ensuring a healthy work-life balance is being maintained through the taking of appropriate leave breaks.

The Employee is to receive pay in lieu of the amount of annual leave at a rate that is no less than the rate that, at the time the request is made, is the Employee's basic rate of pay (expressed as an hourly rate).

However, during each 12 month period (anniversary), an Employee is not entitled to forgo an amount of annual leave credited to the Employee that is equal to more than 76 hours nominal hours worked by the Employee for the employer during the period.

Where an Employee chooses to exercise an entitlement under this Clause, his/her annual leave entitlement will be reduced accordingly to reflect this cashing in. Provided, however 'cashing in' is taken to mean receiving payment for annual leave in advance but retaining the right to take the actual leave, without payment, in the future if required.

11.3 REPRESENTATIVE ALLOWANCE

The current resourcing of accredited First Aiders (17 Employees) will be retained, however should an Employee decide to resign from the position of first aider, a review will be undertaken, at management discretion, to determine if the position is required to be filled.

11.4 ANNUAL LEAVE LOADING

An Employee entitled to annual leave shall be paid their annual leave loading entitlement in November each year (as accrued or calculated on a pro rata basis) in lieu of their annual leave loading payable under the Award.

If an Employee ceases to be employed by the Council prior to November or the Employee has not worked for a full 12-month period preceding November, the annual leave loading due to such Employee will be calculated on a pro-rata basis. This clause does not apply to Employees whose employment has terminated for serious misconduct.

Where an Employee has undertaken Higher Duties for a continuous period of 12 months or more, the annual leave loading will be paid at the pay rate applicable for the Higher Duties for the period that Higher Duties is taken.

11.5 ANNUAL LEAVE AT HALF PAY

Where an Employee commences on a period of annual leave, the Employee may, if Council and the Employee so agree in writing, be paid for each week of that period at half the rate at which they would otherwise be entitled. Being paid at half the rate of pay provides the Employee the opportunity to take double the period of annual Leave on half pay.

11.6 SUPERANNUATION

11.6.1 Superannuation Fund and Payments

Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (**Statewide Super**).

The amount of the Employer superannuation contribution will be:

For each Employee who is making a "Salarylink Contribution" to Statewide Super:

- a) 3% of the Employee's salary (or as amended); and
- b) Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by the Trustee of Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
- c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

For each other Employee:

- a) 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
- b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

11.6.2 Salary Sacrifice to Superannuation

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

Salary sacrifice arrangements may only be altered by the Employee once per year. However, consideration will be given at other times if circumstances warrant.

Employees who wish to sacrifice their long service leave entitlements can only do so before the entitlement to such leave has occurred. This means that long service leave already accrued to an Employee cannot be sacrificed, but long service leave entitlements that an Employee will be entitled to in the future can be sacrificed.

The option of sacrificing long service leave entitlements will only be applicable to entitlements accruing from an Employee's 10 years' service onwards.

The pre-sacrificing salary shall be the Employee's ordinary time earnings as set out in Schedule 1 and the salary for the purposes of other calculations, including annual leave, annual leave loading and long service leave.

11.7 SALARY SACRIFICE/PACKAGING

Salary sacrifice/packaging is a feature of Employees' remuneration that is at the discretion of Council. Employees are responsible for obtaining their own financial advice in relation to issues arising from this provision.

Employees may sacrifice/package part of their wage in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs incurred as a result of entering into such arrangements must be borne by the Employee.

Employees utilising sacrifice/package arrangements will be required to do so in accordance with Council's relevant policy and procedure.

Salary sacrifice/package arrangements (with the exception of additional superannuation contributions to the Local Government Superannuation Scheme) shall be administered by Council through a third party provider with all associated fees being payable on a user basis by the Employee utilising such services.

All salary sacrifice arrangements must be agreed in writing between the Employee, Council and any third party provider (where necessary). Employees can withdraw from the salary sacrifice agreement at any time by notifying Council and 3rd party provider in writing. Employees should be aware that in some cases, fees may be charged by a third party provider where such arrangements are terminated. Such costs will be borne by the Employee.

Any outstanding monies owing to the Council under this Clause may be withheld from the Employee's termination payment.

The Employee's pre-sacrificed/packaged salary for all purposes (such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc.) shall be the pre-sacrificed/packaged salary.

11.8 RECRUITMENT AND PROMOTION

Before any position is advertised, a Position Profile will be developed and the classification level may be assessed.

Council has the discretion to advertise internally and externally simultaneously.

Council will ensure that the process for recruitment and selection is fair and equitable and based on good human resource management practice.

Any internal applicant who meets the essential criteria shall receive an interview, and if unsuccessful shall receive feedback regarding their application and/or interview and, if requested, their People Leader will assist with advice in developing their skills and/or application techniques to enhance future career opportunities.

11.9 EMPLOYEE TRAINING AND DEVELOPMENT

Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external through attendance at training courses, conferences and seminars and will support and encourage Employees who undertake work related private study in accordance with Council's Policies and Procedures.

It is recognised that participation in training and development programs should result in a multi-skilled workforce with the potential to give immediate benefits to Council in improved productivity, efficiency and quality of customer service and should provide improved career options for Employees.

Council has a commitment to ongoing training of Employees by allocation of at least 1.5% per annum of Council's salary budget for Employees covered by this Agreement for providing training and development programs for Employees covered by this Agreement. This commitment may be varied by agreement of the EDT in order to fulfil the requirements of the training plan developed.

People Managers will receive support and training to enable them to identify skills required by Employees in order to plan and co-ordinate the appropriate training response.

Council shall have a performance appraisal and development process. Employees will receive feedback in regard to their performance and development and training needs.

A corporate training plan will be developed on an annual basis and will be congruent with the strategic and organisational needs of Council.

Council will ensure that all Employees across all levels of the organisation have a fair and equitable opportunity to attend training programs and will maintain a register of relevant details (such as gender, age, classification level and so forth) to ensure that this occurs.

Where an Employee has been employed by Council in a particular capacity, but (after consultation) is no longer required to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost of retaining any qualifications required under the previous terms of employment up to a level of \$500 per annum for a period of two years.

11.9.1 Flexibility – Training

It is recognised that in some instances the maintenance of proper customer service restricts the options of Employees taking full advantage of training.

As a means of providing greater flexibility in the provision of training and development opportunities, subject to agreement, time may be spent at training programs or seminars conducted on a Saturday or other agreed times outside of ordinary hours. By mutual agreement time spent at such training shall be paid at ordinary time or alternatively may be taken as time in lieu. Council will provide child care or reimburse reasonable child care expenses incurred for Employees with family responsibilities who would be unable to attend training outside their normal hours of work without child care arrangements.

Council information sessions are not included in the scope of this Clause.

11.9.2 Development

Providing Employees with the opportunity to gain experience through performing other duties at a higher level or the same level is seen as a method of developing Employees for now and the future. Accordingly, Council will ensure that Employees are provided with the opportunity to:

- Perform other duties whilst other Employees are on annual leave, etc before any external resources are utilised; and
- Participate in project work that may otherwise be undertaken by external consultants.

The allocation of duties and responsibilities will be decided by the relevant People Leader based on competency and availability.

Sharing workload between a number of individuals may also provide development opportunities.

11.10 PROFESSIONAL MEMBERSHIP FEES

Payment of professional membership fees shall be paid in full, where the People Leader considers an Employee requires membership to a professional body in order to fulfil the essential requirements of their position.

11.11 SICK LEAVE TREATMENT ON TERMINATION

This clause will not apply to Employees that commence employment with Council on or after 1 July 2018.

Where an Employee has completed 10 years or more service with Council, on termination of employment (other than for disciplinary reasons), payment of a percentage of the Employee's untaken accumulated sick leave (at ordinary hourly rates) as at termination will be made.

The following rates are to apply:

Accumulated Days (<i>1 day = 8.4 hrs</i>)	Percentage Paid
20 - 50 days (168 hrs – 420 hrs)	5.0%
51 - 100 days (421 hrs - 840 hrs)	10.0%
101 - 150 days (841 hrs – 1260 hrs)	20.0%
151 or more days (1260 hrs plus)	30.0%

Payment shall be made at the percentage rate applying to the total number of days accumulated for all days accumulated, for example, where an Employee has accumulated 51 days sick leave they shall be paid 10.0% for all of the 51 accumulated days.

11.12 UNION DUES

Council will, on receipt of a written authorisation from an Employee, deduct from the Employee's wages the stipulated amount of union dues each fortnight. Union dues will be forwarded to the Union on a monthly basis.

An Employee may at any time withdraw their authorisation by giving Council written notice to that effect. The withdrawal will take effect from the next full pay cycle after the written notice is received."

SCHEDULE 1 WAGE RATES

		First f.p.p. on or after 1st July 2021			First f.p.p. on or after 1st July 2022			First f.p.p. on or after 1st July 2023		
		1.5% increase			1.5% increase			1.5% increase		
Award	level	per week	per annum	per hour	per week	per annum	per hour	per week	per annum	per hour
ME1	1	1,060.13	55,126.76	28.04577	1,076.03	55,953.56	28.46640	1,092.17	56,792.84	28.89339
	2	1,074.50	55,874.00	28.42593	1,090.62	56,712.24	28.85238	1,106.98	57,562.96	29.28519
	3	1,088.68	56,611.36	28.80106	1,105.01	57,460.52	29.23307	1,121.59	58,322.68	29.67169
ME2	1	1,105.75	57,499.00	29.25265	1,122.34	58,361.68	29.69153	1,139.18	59,237.36	30.13704
	2	1,119.27	58,202.04	29.61032	1,136.06	59,075.12	30.05450	1,153.10	59,961.20	30.50529
	3	1,133.81	58,958.12	29.99497	1,150.82	59,842.64	30.44497	1,168.08	60,740.16	30.90159
ME3	1	1,151.01	59,852.52	30.45000	1,168.28	60,750.56	30.90688	1,185.80	61,661.60	31.37037
	2	1,165.21	60,590.92	30.82566	1,182.69	61,499.88	31.28810	1,200.43	62,422.36	31.75741
	3	1,179.08	61,312.16	31.19259	1,196.77	62,232.04	31.66058	1,214.72	63,165.44	32.13545
ME4	1	1,215.51	63,206.52	32.15635	1,233.74	64,154.48	32.63862	1,252.25	65,117.00	33.12831
	2	1,229.87	63,953.24	32.53624	1,248.32	64,912.64	33.02434	1,267.04	65,886.08	33.51958
	3	1,243.42	64,657.84	32.89471	1,262.07	65,627.64	33.38810	1,281.00	66,612.00	33.88889
ME5	1	1,253.60	65,187.20	33.16402	1,272.40	66,164.80	33.66138	1,291.49	67,157.48	34.16640
	2	1,267.81	65,926.12	33.53995	1,286.83	66,915.16	34.04312	1,306.13	67,918.76	34.55370
	3	1,281.50	66,638.00	33.90212	1,300.72	67,637.44	34.41058	1,320.23	68,651.96	34.92672
ME6	1	1,285.68	66,855.36	34.01270	1,304.97	67,858.44	34.52302	1,324.54	68,876.08	35.04074
	2	1,299.89	67,594.28	34.38862	1,319.39	68,608.28	34.90450	1,339.18	69,637.36	35.42804
	3	1,314.24	68,340.48	34.76825	1,333.95	69,365.40	35.28968	1,353.96	70,405.92	35.81905
ME7	1	1,318.59	68,566.68	34.88333	1,338.37	69,595.24	35.40661	1,358.45	70,639.40	35.93783
	2	1,332.62	69,296.24	35.25450	1,352.61	70,335.72	35.78333	1,372.90	71,390.80	36.32011
	3	1,346.51	70,018.52	35.62196	1,366.71	71,068.92	36.15635	1,387.21	72,134.92	36.69868
ME8	1	1,348.17	70,104.84	35.66587	1,368.39	71,156.28	36.20079	1,388.92	72,223.84	36.74392
	2	1,362.03	70,825.56	36.03254	1,382.46	71,887.92	36.57302	1,403.20	72,966.40	37.12169
	3	1,376.42	71,573.84	36.41323	1,397.07	72,647.64	36.95952	1,418.03	73,737.56	37.51402
Work Group Leader (ME6 & ME7 includes 5%)										
Rate 2613	1	1,349.96	70,197.92	35.71323	1,370.21	71,250.92	36.24894	1,390.76	72,319.52	36.79259
	2	1,364.88	70,973.76	36.10794	1,385.35	72,038.20	36.64947	1,406.13	73,118.76	37.19921
	3	1,379.95	71,757.40	36.50661	1,400.65	72,833.80	37.05423	1,421.66	73,926.32	37.61005
Rate 2713	1	1,384.52	71,995.04	36.62751	1,405.29	73,075.08	37.17698	1,426.37	74,171.24	37.73466
	2	1,399.26	72,761.52	37.01746	1,420.25	73,853.00	37.57275	1,441.55	74,960.60	38.13624
	3	1,413.83	73,519.16	37.40291	1,435.04	74,622.08	37.96402	1,456.57	75,741.64	38.53360
FIELD SUPERVISOR RATES										
Field Supervisors (with vehicle less \$3,669 pa)										
Rate 3003	1	1,511.22	78,638.68	39.97937	1,533.89	79,873.16	40.57910	1,556.90	81,126.36	41.18783
	2	1,598.85	83,195.44	42.29762	1,622.83	84,498.56	42.93201	1,647.17	85,820.92	43.57593
	3	1,686.49	87,752.72	44.61614	1,711.79	89,123.96	45.28545	1,737.47	90,516.00	45.96481
Field Supervisors (no vehicle)										
Rate 3103	1	1,582.84	82,307.68	41.87407	1,606.58	83,542.16	42.50212	1,630.68	84,795.36	43.13968
	2	1,670.47	86,864.44	44.19233	1,695.53	88,167.56	44.85529	1,720.96	89,489.92	45.52804
	3	1,758.11	91,421.72	46.51085	1,784.48	92,792.96	47.20847	1,811.25	94,185.00	47.91667

SCHEDULE 2 REDEPLOYMENT PROCESS

The process described within this Schedule shall apply to Employees who have been deemed to become under-utilised pursuant to Clause 3.5 of this Agreement.

An Employee shall be entitled to representation throughout this process:

1. Redeployment Principles

- 1.1 The following principles apply to the redeployment of under-utilised Employees:
- a) Under-utilised Employees will be assisted sensitively and consistent with the requirements of merit and equity. Every effort must be made to place the Employee into a position suitable to the Employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council.
 - b) Under-utilised Employees who are considered for redeployment will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities.
 - c) Concurrent with the Council's responsibility to attempt to redeploy and retrain an under-utilised Employee, the Employee has a responsibility to actively seek alternative employment within the Council and if so desired external to the Council.
 - d) 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.

2. Suitable Alternative Position

- 2.1 A decision about the suitability of a position for an under-utilised Employee is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to, hours of work, quantum of hours of work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 6 months.

- 2.2 A suitable alternative position may include a position of lower remuneration level if necessary but does not extend to a position which is more than one classification level below the Employee's previously held substantive position.
- 2.3 Where a suitable alternative position is available the affected Employee will be offered the position in preference to other Employees.
- 2.4 Offers of redeployment will be in writing, quoting the classification, wage, location and attaching a copy of the position description.
- 2.5 Where a suitable alternative position (redeployment) is offered, the Employee will be given (10) working days in which to decide to accept or decline the offer. An Employee may request more time (up to ten (10) working days) to decide to accept or decline the offer.
- 2.6 Where an Employee declines more than one reasonable offer of a suitable alternative position, a transfer may be effected without the Employee's agreement.
- 2.7 All vacancies must be considered for suitability to under-utilised Employees before the vacancy is advertised internally or externally to determine whether the skills of the Employee match (including with reasonable retraining) the required skills of the vacancy.

3. Redeployment to a Lower Classification

- 3.1 An under-utilised Employee being considered for redeployment may indicate a willingness to accept an alternative position (where available and within reasonable time frames) at a classification level lower than their substantive classification level.
- 3.2 Regardless of the Employee's new classification level, the Employee shall not be paid less than one (1) classification level lower than their previous substantive position. In these circumstances the Employee's wage will be pegged at their pre-deployment substantive level until the one (1) level below catches up so that any future wage increases will be absorbed until such time as the rate of pay applicable to the redeployed position catches up.
- 3.3 An Employee who takes up an alternative position at a classification level lower than their substantive classification level cannot be compelled to work at or take another position at a lower level than the alternative position for a period of two (2) years from the date of commencement in the alternative position.

4. Training

- 4.1 Where Council considers that a suitable alternative position(s) is available and it has been identified that skill or knowledge differences exist between the current job and proposed job, management will provide the under-utilised Employee with a position description, proposed training program and discuss the position with the Employee.
- 4.2 The training program is to be developed by the supervisor in consultation with the Employee. The program will then be confirmed 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.
- 4.3 Council undertakes to provide the necessary training for all Employees affected by workplace changes that result in under-utilisation.
- 4.4 All training is to be at Council's expense and any training that may have to take place outside normal working hours will be paid at the normal rate of pay.

SCHEDULE 3 CURRENT LAWA'S

There are no current Local Area Work Agreements's in place.

SCHEDULE 4 CONFIDENTIALITY AGREEMENT

The Corporation of the City of Marion and the person named below hereby make a confidentiality agreement as follows.

1. The Corporation of the City of Marion (Council) proposes to provide the following information to the person named below to comply with its consultation obligations under the City of Marion Field Staff Enterprise Agreement No 11 2021.
2. The Council will not provide that information to the person named below unless they execute this confidentiality agreement.
3. The person named below agrees that they shall keep the information set out above, if provided to them, strictly confidential and will not disclose that information by any means, save that it shall not be a breach of this confidentiality agreement for that information to be disclosed:
 - a) to the Australian Workers' Union;
 - b) to other persons who have executed a confidentiality agreement in these terms;
 - c) for the purposes of seeking legal advice or otherwise as obliged by law; or
 - d) by providing a summary assessment of conclusions reached on consideration of that information (e.g., that an (unnamed) tenderer is or is not proposing to undercut Industrial elements presently enjoyed by Employees of the Council).

I,.....
(Full Name)

of.....
(Address)

on..... have read, understood and affirm that I will abide by this agreement.
(Date)

Signed by an authorised representative of **The Corporation of the City of Marion**
in the presence of:

.....
Signature of witness

.....
Authorised representative

.....
Name of witness (print)

.....
(Date)

APPENDIX 1 DEFINITIONS

For the purpose of this Agreement:

Act means the *Fair Work Act 1994* (SA).

Agreement means the City of Marion Field Staff Enterprise Agreement No. 11 2021.

Award means the Local Government Employees (SA) Award.

CEO means the Chief Executive Officer of Council or his/her delegate.

Commission means the South Australian Employment Tribunal.

Consultation is a process that shall have regard to Employee's interests in the formulation of plans that have direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective, the participants must be contributing to the decision making process, not only in appearance, but in fact. It provides Employees and their Union with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. The final decision is made by Management.

Contracting out means the awarding of a contract to an external body to undertake work for the foreseeable future that was previously undertaken by Council employee/s.

Council or Employer means The Corporation of the City of Marion.

Employee means any person employed directly by the Council who performs work covered by this Agreement and the Award.

Employee Representative means an Employee duly elected by Employees covered by this Agreement.

Level means the classification level under the Local Government Employees (SA) Award and/or the Leadership Classification and Remuneration arrangements in this Agreement.

Local Government Superannuation Scheme means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) which is now operating under the name of Statewide Super.

Productivity means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Redeployment means redeploying of an underutilised Employee to another position within Council.

Redundancy/Redundancies means where Council has determined that the position occupied by an Employee is no longer required to be performed, whether that occurs by way of duties in the position being redistributed or by way of discontinuance of the position altogether. Minor changes to Position Descriptions will not constitute redundancy – only where substantial key responsibilities are altered will Council consider the possibility that redundancy may occur.

Service Review means a review of Council's services designed to identify potential service delivery improvements. A Service Review can be used to improve Council's efficiency and effectiveness, and assists in addressing financial sustainability.

Significant Change means major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of Employees to other work or location and the restructuring of jobs. Provided that where the Award or this Agreement makes provision for alteration of any of the matters referred to herein that matter shall be deemed not to have significant effect.

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

People Leader shall mean Manager, Unit Manager, Supervisor and/or other direct Line Manager/Supervisor of Employees.

Union means The Amalgamated AWU (SA) State Union.

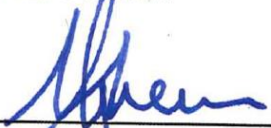
Voluntary Separation Package or VSP means a package that has been offered to an Employee at the discretion of Council only after all reasonable effort has been made to redeploy an under-utilised Employee and the Employee is under no obligation to accept the offer.

Wages/Remuneration means the Employee's combined total wages and benefits package including superannuation payment, regular overtime and shift penalties, allowances and the like.

SIGNATORIES

Signed for and on behalf of:

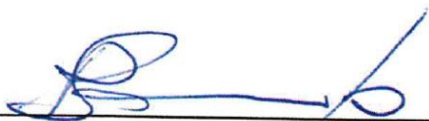
The City of Marion



Mr. Tony Harrison
Chief Executive Officer

Date: 3 June 2021

The Amalgamated AWU (SA) State Union



Mr. Peter Lamps
State Secretary

Date: 2nd JUNE 2021