

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-01214

Applicant Scott Pearsons , Mark Zanker , Amalgamated AWU (S.A.) State Union
, City of Victor Harbor , Brad Bedggood

Other parties

Orders - Approval of Enterprise Agreement

City of Victor Harbor Local Government Employees Award Enterprise Agreement 2019

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

This Agreement shall come into force on and from 16 December 2019 and have a nominal life extending until 17 September 2022.

A handwritten signature in blue ink, appearing to read 'D. Cairney', written over a light blue circular stamp.

Commissioner Cairney

16 Dec 2019

DOC_BUILDER_ENTERPRISE_AGREEMENTS





**City of Victor Harbor
Local Government Employees Award
Enterprise Agreement 2019**

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. CLAUSE 1 – TITLE

The Agreement shall be entitled City of Victor Harbor Local Government Employees Award Enterprise Bargaining Agreement 2019.

2. CLAUSE 2 – ARRANGEMENT

Part 1 - Application and Operation of Agreement

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3. CLAUSE 3 – DEFINITIONS

3.1. For the purposes of the Agreement:

Agreement means City of Victor Harbor Local Government Employees Award Enterprise Bargaining Agreement 2019;

Award means Local Government Employees' Award (LGEA)

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

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

Chief Executive Officer shall mean the Chief Executive Officer (CEO) of the City of Victor Harbor;

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

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

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

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

Employer means the City of Victor Harbor;

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

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

IFA means an Industrial Flexible Agreement as provided in Clause 20;

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

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

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

Partner means spouse, husband, wife, de facto or same sex partner.

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

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

4. CLAUSE 4 – APPLICATION

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

5. CLAUSE 5 - PERIOD OF OPERATION

- 5.1** This agreement shall commence from the date of certification and have a nominal expiry date of the 17 September 2022. This agreement will be reviewed and renegotiated during the final six (6) months of this agreement.

6. CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD

- 6.1** This Agreement shall incorporate the Local Government Employees' Award (LGEA) as operative at the date of signing of this Agreement. Where there is any inconsistency with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 6.2** The employer is committed during the life of this Agreement and in its renegotiation to negotiate collectively with the Union party to this Agreement in respect of all its employees who are eligible to be members of the Union. This Agreement shall be read in conjunction with Council Policies and Procedures.

7. CLAUSE 7 – INTENT AND OBJECTIVES

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

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

8. CLAUSE 8 – WORKPLACE REPRESENTATION AND EMPLOYEE REPRESENTATIVES

8.1. Recognition by Employer of Workplace and Employee Representatives.

- 8.1.1. Upon written advice from the Union Branch Secretary up to Two (2) members for the AWU can be appointed as Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for discussion with employees and accredited Union Officers on matters pertaining to the employer / employee:
 - 8.1.1.1. For discussion with employees on matters pertaining to the work they perform or work related issues
 - 8.1.1.2. For discussion with duly accredited Union Officers on matters referred to above and regarding the performance of union duties.

8.2. Employee Representatives may also be appointed to represent employees generally within the organisation. Employees Representatives will be nominated and voted in by employees of the organisation.

8.3. Employee Representatives and Workplace Representatives will be entitled to:

- 8.3.1. Be treated with respect and without discrimination by all parties
- 8.3.2. Be consulted about workplace issues and have access to information about the organisation that is not confidential
- 8.3.3. Meet with management to discuss issues of concern
- 8.3.4. Workplace Representatives may meet with accredited Union Officers on work related matters

- 8.4.** Employee Representatives and Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:
- 8.4.1.** Speaking to, meeting with and representing other employees
 - 8.4.2.** Workplace Representatives may attend Union organised training and conferences to a maximum of 5 days per annum provided that Council is able to make adequate staffing arrangements during the period of leave and no more than two employees are on this leave at any one time, unless otherwise agreed.
 - 8.4.3.** Other employees may attend up to 3 days union training as approved by their supervisor.
 - 8.4.4.** Not less than four (4) weeks' notice is given to the Council of the date of commencement of the training course, including an agenda with times on which the course is to be conducted. If available, at least two (2) weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
 - 8.4.5.** Approval to attend this training will not be unreasonably withheld.
- 8.5.** To enable them to represent other employees, Employee Representatives and Workplace Representatives will be allowed to use council equipment and facilities. Use of these items is a privilege and therefore care should be taken to ensure that they are appropriately used and that communication is at all times respectful and courteous. Permission must be sought through the relevant Director or Human Resource Manager to use Council systems to promote Union positions.
- Employee Representatives and Workplace Representatives will have the following responsibilities:
- 8.5.1.** They will inform their Supervisor and relevant Director before leaving their work area to attend to representative tasks.
 - 8.5.2.** If a general meeting of staff is required in work time and/or on Council property, prior agreement will be sought through the Chief Executive Officer, Human Resource Manager or relevant Director before it takes place, giving reasons for the meeting.
 - 8.5.3.** Care must be taken to ensure that representative matters of a routine nature are dealt with at times that are least inconvenient to the responsibilities of their Council position and did adversely impact on Council services.
 - 8.5.4.** Approval to meet or discuss work related matters will not be unreasonably withheld.

9. CLAUSE 9 – ENTERPRISE BARGAINING AND CONSULTATIVE COMMITTEE TRAINING

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

PART 2 – EMPLOYMENT STANDARDS

10. CLAUSE 10 – AMALGAMATION OR BOUNDARY CHANGES

10.1. The Consultative Committee shall be the employee consultative forum at the City of Victor Harbor for proposed amalgamation with other Councils.

10.2. An Amalgamation Agreement shall be developed by the parties which shall include, but not be limited to, the following:

- 10.2.1.** Job security
- 10.2.2.** General principles for workforce merger;
- 10.2.3.** Introduction of new Organisation structure;
- 10.2.4.** Grievance / dispute resolution procedure;
- 10.2.5.** Re-training scheme policy;
- 10.2.6.** Redeployment policy;
- 10.2.7.** Part-time work policy;
- 10.2.8.** Outplacement of staff;
- 10.2.9.** Voluntary separation packages (which shall not be less than the package available to employees under Clause 17 (17.3.3.3) of this Agreement).

10.3 Any amalgamation agreement shall not contain conditions which are less favourable than those contained in this agreement for employees of the City of Victor Harbor.

11. CLAUSE 11 – EMPLOYEE RELATIONS

11.1. The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

11.2. The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees commit to achieving effective improvements in productivity and customer service.

11.3. Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

12. CLAUSE 12 – CONTESTABILITY

12.1. The City of Victor Harbor is committed to the position that work historically undertaken by employees will, subject to present and future requirements of the Local Government Act, continue to be performed by the workforce, subject to cost, quality and levels of service.

12.2. In this regard, it is agreed to adopt the following contestability measures:

- 12.2.1.** Where deemed appropriate by Management, and in consultation with Consultative Committee, work currently performed by the existing workforce will be benchmarked against like industries/organisations to identify the benchmark price and service quality required to effectively deliver the service to a predetermined specification.
- 12.2.2.** Provided the work undertaken by existing employees is able to match or better the benchmark, then the work will continue to be performed in-house.
- 12.2.3.** Should the work currently being performed not meet the benchmark, then employees will be granted a further period of twelve (12) months (except where IFAs are in place) to introduce efficiency gains and improved work practices which will enable them to meet the benchmark price and service quality required by the specification of works. For its part, the City of Victor Harbor will provide appropriate training and support for any group of employees affected by this process.

- 12.2.4.** At the conclusion of the twelve (12) month period, the employees will be allowed to continue to perform the work in accordance with the above process, provided the benchmark is met. In the event that the benchmark is not met the work will be subject to competitive tendering and the employees will be able to tender for the works.
- 12.2.5.** During the life of this Agreement work that arises, and which is additional to programmed works and services presently undertaken by the employees, will be subject to market forces through public tender. Should the employees seek to gain this additional work, appropriate training and support will be developed for those groups engaged in competitive tendering.

12.3. The City of Victor Harbor is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce where appropriate.

12.4. Key Performance Indicators (KPIs)

- 12.4.1.** The parties, through the Consultative Committee, may develop performance indicators which will allow for improvements in Council's business to be quantified and measured on an ongoing basis.
- 12.4.2.** KPIs may include, but are not limited to, the following:
 - 12.4.2.1.** Community Responsiveness;
 - 12.4.2.2.** Customer Satisfaction;
 - 12.4.2.3.** Productivity;
 - 12.4.2.4.** Safety (eg. lost time injury frequency rate);
 - 12.4.2.5.** Absenteeism;
 - 12.4.2.6.** Customer Complaints.
- 12.4.3.** A range of KPIs will be identified as providing an appropriate measure of productivity improvement. The KPIs shall be the method to measure productivity performance.
- 12.4.4.** KPIs set for the life of this agreement include:
 - 12.4.4.1.** Compliance with the Customer Service Review Framework, Charter and Policy
 - 12.4.4.2.** Full participation in Customer Service surveys.

13. CLAUSE 13 – DEMARCATION

- 13.1.** The parties recognise that the normal role for an "ASU Employee" does not include the continuous performance of "hands-on" work. Accordingly the parties accept that "ASU Employees" will not (as part of normal duties) perform the physical "hands-on" work of an employee employed pursuant to the Local Government Employees' Award.
- 13.2.** Under the following circumstances however the parties agree that an "ASU Employee" may carry out work covered under the Local Government Employees' Award.
 - 13.2.1.** In any unforeseen and pressing situation where there is no skilled employee to perform the work; or
 - 13.2.2.** In an emergency situation, to the extent of making the situation safe; or
 - 13.2.3.** Where additional physical assistance is required and the employee employed pursuant to the Local Government Employees' Award in the affected work area are properly consulted.
- 13.3.** Any disputes arising from these arrangements shall be dealt with under the dispute settling procedures (Clause 19) of this Agreement.

14. CLAUSE 14 – WORK HEALTH SAFETY

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

14.4. Health and Safety Representative

- 14.4.1.** An allowance will be paid to elected Health and Safety representatives of \$28.20 per fortnight.
- 14.4.2.** The allowance will be paid to "deputy" representatives when undertaking the Health and Safety representatives' role.

15. CLAUSE 15 – STAND DOWN

- 15.1.** Where employees are stood down as a result of cessation of work due to weather conditions any such stand down will be on full pay.

PART 3 – ORGANISATIONAL CHANGE

16. CLAUSE 16 – CONSULTATIVE MECHANISM

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

16.3.1. Enterprise Bargaining Committee Representatives

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

16.3.2. Industrial Advisors

- 16.3.2.1.** One (1) Industrial Advisor from the Australian Workers Union.

16.3.3. Management Representatives

- 16.3.3.1.** Two (2) management representatives nominated by the Chief Executive Officer.

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

- 16.4.1.** To consult the parties they represent in order to establish a log of claims that forms the basis of an Enterprise Bargaining negotiation;

- 16.4.2.** To consider terms and conditions of employment, movements in labour market indicators, opportunities for improvements in efficiency and effectiveness in the operations of the organisation, economic conditions and industrial circumstances as basis for negotiations;
 - 16.4.3.** To arrive at decisions through a process of negotiation and consensus;
 - 16.4.4.** To document the negotiation process through the recording of minutes for each meeting;
 - 16.4.5.** To finalise an Enterprise Bargaining Agreement for presentation to Council.
- 16.5.** A secondary consultative structure referred to as the Consultative Committee shall function on an ongoing basis.
- The **Consultative Committee** shall comprise of:
- 16.5.1.** Consultative Committee Representatives
 - 16.5.1.1.** Up to four (4) employee representatives employed under the South Australian Municipal Salaried Officers' Award, up to two (2) of whom shall be elected by Australian Services Union members and up to two (2) of whom shall be elected by the employees as a whole;
 - 16.5.1.2.** Up to four (4) employee representatives elected by and representing union members paid under the Local Government Employees' Award, up to two (2) of whom shall be Australian Workers Union members and up to two (2) of whom shall be elected by the employees as a whole;
 - 16.5.2. Management Representatives**
 - 16.5.2.1.** Four (4) management representatives nominated by the Chief Executive Officer.
- 16.6.** The Consultative Committee shall meet at least quarterly each year, for the life of the agreement for the purpose of:
- 16.6.1.** Monitoring the implementation of and provisions within the Enterprise Bargaining Agreement;
 - 16.6.2.** Undertaking any of the ongoing consultative responsibilities referred to within this Agreement;
 - 16.6.3.** Consulting on changes proposed to organisational structure, work practices, workforce size and composition, resource sharing, introduction of new technology and equipment and service review and/or delivery;
 - 16.6.4.** Reviewing, identifying and evaluating productivity efficiencies;
 - 16.6.5.** Discussing general industrial relations issues within the organisation;
 - 16.6.6.** Disseminating information;
 - 16.6.7.** Seeking input and feedback on relevant policy and procedure development;
 - 16.6.8.** Maintaining a communication channel between employees and management.
- 16.7.** Minutes of the Consultative Committee meetings will be tabled at Executive Management Group meetings to ensure that action is taken on any identified issues or requirements.
- 16.8.** A third tier of consultation will occur at the **Work Group or Team** level. These consultation sessions will be held more frequently with the Director determining the participation. At the work group or team level, discussion may extend to a broad range of employment and/or operational matters. Significant or unresolved issues may be elevated to the Consultative Committee agenda.

17. CLAUSE 17 – CHANGE MANAGEMENT AND EMPLOYEE PROTECTION

- 17.1.** Management shall advise relevant employees, the Union and the Consultative Committee (established under Clause 16) of any proposed significant changes to services which will cause organisational changes that may significantly affect the employment and/or conditions of employees' covered by this Agreement. Such changes will not be identified without an internal service review process which considers the intent and objectives of Clause 7 of the Enterprise Agreement. All notifications and information provided to employees and the Union shall be in writing.
- 17.2.** This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Employment Standards such as standard hours of work, annual leave or long service leave.

17.3. General Principles

- 17.3.1.** The Enterprise Bargaining Agreement accepts no forced redundancies for the life of the Agreement.
- 17.3.2.** Any determination being made regarding any redundant positions will be made by the City of Victor Harbor in conjunction with the Consultative Committee (includes Unions) and following a service review process.
- 17.3.3.** The means of adjustment in those situations where organisational change results in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:
- 17.3.3.1.** Redeployment to a position of the same classification level;
 - 17.3.3.2.** Redeployment to a position of a lower classification level with maintenance of income;
 - 17.3.3.3.** Voluntary Separation Package.
- 17.4.** However, employees whose positions are deemed redundant may access a Voluntary Separation Package at any stage of the process provided that no more than three (3) months has elapsed in the redeployment position.

17.5. Obligation on Council to notify in case of likely significant operational change

- 17.5.1.** The Council will notify affected Employees and the Consultative Committee (includes Unions) of likely and significant operational changes that would, if implemented, significantly affect one or more Employees.
- 17.5.2.** Significant operational change includes:
- 17.5.2.1.** The reduction / removal of employment positions;
 - 17.5.2.2.** Major changes in the composition, operation or size of the Council's workforce or the skills required of Employees;
 - 17.5.2.3.** The elimination or diminution of job opportunities, promotion opportunities or tenure in Council;
 - 17.5.2.4.** A change to hours of work; and
 - 17.5.2.5.** The need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 17.5.3.** Redundancy means the reduction / removal of employment position(s) due to Council no longer requiring that position(s) to be performed by Council employees, and redundant has a corresponding meaning.
- 17.5.4.** All notifications and information provided to Employees and the Union will be in writing. This may occur by email.

17.6. Significant Operational Change

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

17.7. Preliminary Consultation

- 17.7.1.** If the Council provides notice in accordance with the general principles of this clause, it will consult with the affected Employees, the Consultative Committee (including Unions), as provided for in Clause 16 of this Agreement.
- 17.7.2.** The Consultative Committee (includes Unions) and the Council may reach agreement to hold a special meeting, which will be in addition to the ordinary quarterly meetings referred to in Clause 16, to discuss the likely significant operational change.
- 17.7.3.** The discussions with the Consultative Committee (includes Unions) will include:
- 17.7.3.1.** The reason for the likely or proposed significant operational change
 - 17.7.3.2.** The measures that Council proposes to avoid or minimise the significant effects on Employees
 - 17.7.3.3.** The number and categories of Employees likely to be affected: and
 - 17.7.3.4.** When the redundancy(s) / redeployment(s) are likely to occur if the changes are to proceed
- 17.7.4.** For the purpose of such discussions, Council must, as soon as practicable, provide in writing to the Employees concerned and the relevant Union, all relevant information about the likely significant change.
- 17.7.5.** For “commercial in confidence reasons”, Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much information as possible to enable all parties to participate in the development of the change management solution

17.8. Internal and External Service Review

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

17.9. Primary Consultation

- 17.9.1.** After preliminary consultation has occurred, and having considered the service review(s) which, on balance, confirms that the proposed significant service change is in the operational and/or strategic interests of Council, Council will hold primary discussions with the Employees and Union as soon as practicable.
- 17.9.2.** The discussions during primary consultation will include:
- 17.9.2.1.** The proposed options of service delivery;
 - 17.9.2.2.** The reason for the proposed redundancy(s);
 - 17.9.2.3.** New proposed opportunities, training and redeployment requirements; and
 - 17.9.2.4.** When the service delivery changes and the change management process is proposed to occur.
- 17.9.3.** For the purpose of such discussions, Council will, as soon as practicable, again confirm in writing to the Employees and the Union(s), any additional relevant information, not already disclosed, that relates to the significant operational change.
- 17.9.4.** For “commercial in confidence reasons”, Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much as information as possible to enable all parties to participate in the development of the change management solution.

17.10. Final Decision

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

17.11. Redeployment

- 17.11.1.** Where Council has determined that one or more positions are redundant, it will take all reasonable steps to redeploy affected permanent Employees into a position of equal classification and status within Council in accordance with the redeployment and training guidelines in Appendix 1.
- 17.11.2.** If after examining all options, redeployment to such a position is not practicable, an Employee may be offered a position at a lower classification level.
- 17.11.3.** Offers of redeployment whether to an equal classification level or lower classification level will be entirely at the discretion of Council.
- 17.11.4.** The employee's redeployment wage shall be maintained until the wage of the new classification equals the employee's pre-deployment wage. For the first twenty four (24) months of income maintenance the employee shall receive all Award and Enterprise Bargaining increases.
- 17.11.5.** The employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- 17.11.6.** The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.
- 17.11.7.** The Redeployment and Re-training Guidelines shall be adhered to as provided in Appendix 1.

17.12. Transfer of Lower Paid Duties

- 17.12.1.** Where a permanent Employee is transferred to lower paid duties the Employee's redeployment wage shall be maintained until the wage of the new classification equals the Employee's pre-deployment wage. For the first twenty four (24) months of income maintenance the Employee shall receive all Award and Enterprise Bargaining increases.
- 17.12.2.** The Employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
- 17.12.3.** The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.
- 17.12.4.** The redeployee has up to the three (3) months from commencement in the redeployment position to accept a voluntary separation package.
- 17.12.5.** The Redeployment and Re-training Guidelines are as provided in Appendix 1.

17.13. Voluntary Separation Package

- 17.13.1.** Should the employee elect to take a Voluntary Separation Package, that package should comprise of:
 - 17.13.1.1.** Ten (10) weeks' notice of termination or payment of total weekly wage in lieu thereof;
 - 17.13.1.2.** Three (3) weeks of total weekly wage as severance payment for each year of service with the employer. Maximum of one hundred and four (104) weeks plus ten (10) weeks' notice of termination. For the purpose of outplacement assistance, an amount of up to 5% of the total annual wage be available for engaging the services of a recognised outplacement provider;
 - 17.13.1.3.** Pro rata Long Service Leave shall be paid for completed years of service whether or not seven years' service has been attained.

18. CLAUSE 18 – REQUEST FOR REVIEW OF CLASSIFICATION

- 18.1.** Any request for a classification review must be provided in writing by the employee to their Director accompanied by supporting documentation/information, which outlines the basis for the classification review request.
- 18.2.** The request shall be examined and determined by a Review Panel consisting of the Human Resource Manager, the relevant Director and the applicant's Supervisor/Manager.
- 18.3.** In assessing the request for a Classification Review the Review Panel shall consult with the employee concerned and other relevant personnel so that an informed decision can be reached.
- 18.4.** The Review Panel shall make a recommendation to the Chief Executive Officer on the Classification Review request. The Chief Executive Officer may concur with the recommendation, reject the recommendation or request the Review Panel to provide further information.
- 18.5.** At the conclusion of the review process the Director shall provide to the employee concerned written confirmation of the Review Panel's decision on their Classification Review request. If the request is unsuccessful, written reasons shall be provided.
- 18.6.** The Classification Review process shall be completed within a reasonable period, commencing from the date of a formal written request being received (Clause 18.1), where a written acknowledgement of the request will occur within 7 days. The process will conclude with written confirmation of the Review Panel's decision (Clause 18.5) within 28 days. If the Classification Review is not completed within the 28 day timeframe, the employee will receive progress reports of the review every 14 days until the matter is resolved. In the case where the request results in a reclassification, this reclassification shall take effect from the date of receipt of the written request (Clause 18.1) by the Director.

18.7. Any employee not satisfied with the determination may access the dispute settlement procedure (Clause 19).

19. CLAUSE 19 – DISPUTE SETTLEMENT PROCEDURE

19.1. The procedures below are established and agreed to between the parties in order to minimise the potential elevation of industrial disputes around the Agreement and disputes pertaining to employee/employer relationships and are entered into as a measure and commitment to this effect without limiting the rights of any party.

19.2. At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of work health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

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| Stage 1 | The employee and/or the Workplace Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Workplace Representative. |
| Stage 2 | If the dispute is not settled at Stage 1, the employee and the Workplace Representative will meet with the Supervisor and his/her Manager. |
| Stage 3 | If the dispute is not settled at Stage 2, the employee, Workplace Representative and Union Organiser if requested by the employee will meet with the Supervisor, Manager and Chief Executive Officer. |
| Stage 4 | If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Employment Tribunal (SAET) for conciliation and/or arbitration. |

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

20. CLAUSE 20 – AGREEMENTS

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

20.2. Any IFA will not be inferior to the Enterprise Agreement.

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

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

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

20.6. Current IFAs contained in Appendix 2.

PART 4 – WORK ARRANGEMENTS

21. CLAUSE 21 – FLEXIBLE HOURS AND WORK PRACTICES

21.1. Existing Flexibilities

21.1.1. The parties acknowledge that flexibilities and productive work practices already exist at the City of Victor Harbor.

21.1.2. On that basis, a component of the wage increase contained in Clause 44 is for the recognition of those flexibilities which includes Self-Managed Work Teams.

21.2. Work Practices

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

21.3. Definitions

- 21.3.1. The ordinary time hours of work for employees covered by this Agreement will be an average of thirty eight (38) per week over relevant roster cycles.
- 21.3.2. **Span of Hours** - The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under Clause 6.1.2 of the Local Government Employees' Award).
- 21.3.3. **Regular Hours** - Actual regular working hours are to be determined by agreement between the work group(s) and the Director of Environment and Infrastructure Services.
Any agreed changes to the regular working hours pattern shall then be on a trial basis of between three (3) and six (6) months.
At the end of any trial period the Director of Environment and Infrastructure Services and the workgroup will make a recommendation to the Consultative Committee for the continuation of the trial on a permanent basis or reverting back to the pre-trial arrangement.
- 21.3.4. The **standard arrangement** will be a nine (9) day fortnight, incorporating the following features:
 - 21.3.4.1. Seventy six (76) hours per fortnight to be worked Monday to Friday over nine (9) days of which eight (8) days with a minimum of eight point five (8.5) hours worked per day and one (1) day of a minimum of eight (8) hours to be worked;
 - 21.3.4.2. One (1) Rostered Day Off (RDO) to be taken within each fortnight cycle - to be taken in accordance with an agreed team schedule of RDOs between the Director of Environment and Infrastructure Services and the employees - prepared to ensure that Council services continue to be provided at a high level on each working day of the fortnight.
Where a RDO falls on a public holiday it will be rescheduled to another working day, within the same pay fortnight and the employee will be paid the public holiday.
 - 21.3.4.3. For special projects the employees will have the ability to bank up to six (6) rostered days off and for this time to be taken off at a later date by mutual agreement between the employer and the employee, but prior to 30 June in each year;
 - 21.3.4.4. Accrued RDOs not taken are to be paid out on 30 June at time and a half.

21.4. Flexible Hours Arrangement

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

21.4.2. The following flexible arrangements are to apply:

21.4.2.1. Time to be worked within the hours of 6.00 am to 6.00 pm Monday to Friday (exclusive of public holidays);

21.4.2.2. Up to ninety four (94) hours in a two week work cycle [that is eighteen (18) hours per fortnight above the ordinary seventy six (76) hours];

21.4.2.3. No more than ten point five (10.50) hours per day [that is two hours above the normal eight point five (8.50) hours];

21.4.2.4. Twenty four (24) hours' notice to work additional hours except where completing work on a given day;

21.4.2.5. Where additional time is worked, equal time off will be taken (by mutual agreement and at the earliest possible date), or alternatively, (upon request) be paid for at the appropriate Award provisions for special circumstances that may arise;

21.4.2.6. The time-off in lieu (TOIL) credits will be shown fortnightly;

21.4.2.7. All TOIL credits are to be taken by 30 June each year. At the beginning of April the Director of Environment and Infrastructure Services and employees will agree on arrangements to ensure that all TOIL is taken before 30 June;

21.4.2.8. Employees will not reasonably withhold any agreement to work flexible hours in accordance with these provisions;

21.4.2.9. If for operational reasons an employee cannot utilise all TOIL before 30 June, any credit at that date will be paid out at normal rate of pay;

21.5. Where an employee works in excess of ten point five (10.50) hours per day overtime rates shall be paid at the rate of time and a half for the first hour and double time thereafter;.

22. CLAUSE 22 – PART TIME EMPLOYEES

21.1 Any employee employed on less than a full-time basis may be engaged as a permanent/part-time employee.

21.2 Where a permanent/part-time employee agrees, such employee may work up to thirty eight (38) hours per week within the normal span of hours without attracting overtime. All work performed in excess of thirty eight (38) hours per week or work performed out of the normal span of hours as detailed in Clause 21 and shall be paid at the appropriate penalty rates.

21.3 The employee shall be given a minimum of two (2) days' notice of the requirement to work additional hours and shall be engaged for no less than one (1) additional hour or in situations where the officer is required to work on an additional day the term of engagement shall be no less than three (3) hours.

21.4 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the officer's contractual hours of duty.

23. CLAUSE 23 – AGENCY/LABOUR HIRE EMPLOYEES

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

24. CLAUSE 24 – BREASTFEEDING

24.1. General

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

24.2. Provision of flexible work arrangements to support breastfeeding

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

24.3. Providing access to lactation breaks and support facilities

- 24.3.1.** The Employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
- 24.3.2.** Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
- 24.3.3.** The Employer will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

24.4. Australian Breastfeeding Association Accreditation

- 24.4.1.** The Employer will apply in the period of this Agreement for accreditation as a Breastfeeding Friendly Workplace through the Australian Breastfeeding Association.

25. CLAUSE 25 – ANNUAL PROFESSIONAL DEVELOPMENT PROCESS

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

PART 5 – LEAVE PROVISIONS

26. CLAUSE 26 – CARER'S LEAVE

26.1. Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to care for an immediate family member subject to the following conditions:

26.1.1. The employee shall have two (2) years continuous service at the time of taking the leave.

26.1.2. The employee must be the primary care-giver for the person cared for.

26.1.3. The person cared for must be a member of the employee's immediate family.

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

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

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

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

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

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

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

27. CLAUSE 27 – PARENTAL LEAVE

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

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

28. CLAUSE 28 – BEREAVEMENT LEAVE

28.1. Employees will be granted two (2) working days bereavement leave in each instance, following the death of an immediate family member, and in accordance with the National Employment Standards

28.2. Upon written request from the employee, more favourable terms of leave may be granted by the Relevant Director and/or the Chief Executive Officer if satisfied in any particular case that the leave provision of the relevant Award is considered inadequate.

28.3. In the event that an employee is granted more favourable terms by the relevant Director and/or the Chief Executive Officer, the employer will act in good faith and not make an unreasonable request that the employee obtain a medical certificate.

- 28.4.** In the event that an employee seeks to utilise further personal leave that exceeds the more favourable terms granted as per Clause 30.3, a medical certificate may be requested by the employer.

29. CLAUSE 29 – EMERGENCY SERVICES LEAVE

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

30. CLAUSE 30 – PERSONAL LEAVE

- 30.1.** An employee, who is absent from duty on account of personal sickness or injury other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 30.1.1** Provided that in the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
- 30.2.** Subject to Clause 30.3, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims personal leave.
- 30.3.** An employee shall be allowed a maximum aggregate of five days personal sick leave/family leave per annum without a medical certificate, provided that for any period of personal leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence or other reasonable evidence shall be submitted by the employee concerned if required by the employer.
- 30.4.** An employee, who is absent from duty where there is a requirement to care for a member of the employee's family or household due to injury or illness, or where special circumstances require the use of personal leave for family needs, shall be entitled to leave with full pay. An employee will not be required to provide a medical certificate or other reasonable evidence of taking the leave unless two consecutive days or more, or five single days are taken.
- 30.5.** All other Award provisions to apply.

31. CLAUSE 31 – PROFESSIONAL DEVELOPMENT LEAVE

- 31.1.** Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having two (2) years continuous service at the time of commencing the leave.
- 31.1.1.** All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 31.1.2.** Absence on professional development leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.

- 31.1.3.** An employee on professional development leave for up to twelve (12) months is entitled to return to the position they held immediately before proceeding on that leave.
- 31.1.4.** An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 31.1.5.** Professional development leave shall not be taken in conjunction with Carers Leave (unless special or extenuating circumstances arise and are approved by the Chief Executive Officer) or 'back to back', i.e. an employee must have completed the qualifying period of service [two (2) years continuous service] to be eligible for each instance of professional development leave.

32. CLAUSE 32 – LONG SERVICE LEAVE

- 32.1.** This Agreement shall incorporate the Long Service Leave Act, 1987 as a term and condition of the Agreement. Where an employee's contracted weekly/fortnightly hours are either increased or reduced then Long Service Leave entitlements will be based on the employee's average contracted weekly/fortnightly hours over the entitlement period. Should there be any inconsistency between the Agreement and the Act, this Agreement shall prevail to the extent of the inconsistency.
- 32.2.** Long Service Leave shall be taken as a minimum of one week (meaning Sunday to Saturday inclusive) based on the employees normal hours. Entitled Long Service Leave hours must be taken within five (5) years of becoming due.
- 32.3.** Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) single day's use of Long Service Leave in extenuating circumstances.

33. CLAUSE 33 – FAMILY VIOLENCE LEAVE

33.1. General Principle

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

33.2. Definition of Family Violence

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

33.3. General Measures

- 33.3.1.** Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
- 33.3.2.** All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 33.3.3.** No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 33.3.4.** The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.

- 33.3.5.** An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
- 33.3.6.** Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
- 33.3.7.** The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

33.4. Leave

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

33.5. Individual Support

- 33.5.1.** In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the workplace;
 - (iv) a change to their telephone number or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 33.5.2.** An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- 33.5.3.** An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

34. CLAUSE 34 - CULTURAL AND CEREMONIAL LEAVE

- 34.1.** The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
- 34.2.** The Employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

- 34.3.** Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days per calendar year, as well as entitled to Unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.
- 34.4.** Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by the Employer. In deciding whether or not to grant such leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.
- 34.5.** Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 34.6.** Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

35. CLAUSE 35 – PURCHASED LEAVE

- 35.1.** Employees may apply to purchase additional annual leave in terms approved by the Chief Executive Officer. Granting any application is at the sole discretion of the Chief Executive Officer.
- 35.2.** Entitled annual leave and long service leave balances must be exhausted prior to the taking of purchased leave.
- 35.3.** Each year employees can apply for a period of up to 2 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.
- 35.4.** Applications to be completed prior to the end of May each year for leave to be taken in the following financial year.
- 35.5.** Any balance of purchased leave shall be refunded to the employee if unused by the end of the applicable financial year.

PART 6 – SALARY AND MONETARY MATTERS

36. CLAUSE 36 – TRAINING AND SKILLS DEVELOPMENT

- 36.1.** The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.
- 36.2.** Council has a commitment to the on-going training and professional development of its employees and development of a multi-skilled workforce.
- 36.3.** The parties to this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.
- 36.4.** A training day shall be based on the time taken up to the 'span of hours' (Refer Clause 21).
- 36.5.** Staff training refers to the wide range of activities undertaken by staff in the course of their employment, which seek to increase the skills, expertise and/or efficiency of staff, thus leading to a more productive workforce, increased job satisfaction and career advancement potential.

- 36.6.** Council acknowledges the necessity for and benefits of staff training for the overall efficient functioning of the organisation and the consequent good returns to the community. Council shall proactively foster career development of employees within the policy guidelines. To facilitate this, a training plan will be maintained on an annual basis and training provided by Council in line with the plan.
- 36.7.** In particular, the parties recognise that relevant training should be provided for employees to relieve in higher classified positions. The Council also recognises that a practical, effective way of developing a multi-skilled workforce is to provide opportunities for employees to relieve in higher classifications.
- 36.8.** Council aims to demonstrate its commitment to training by ensuring maximum access to a wide range of training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
- 36.9.** Council is committed to the maximum use of existing training opportunities wherever possible and supports the work of bona fide organisations involved in this field.

36.10. Principles

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

- 36.10.1.** All staff have the right to access adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 36.10.2.** The training needs of staff should be addressed regularly in the normal course of supervision.
- 36.10.3.** The active participation of staff in determining their own training needs will ensure a more productive and satisfied workforce.
- 36.10.4.** Priority should be given to training which improves the skills and expertise of staff in their respective job roles or careers and which promotes the occupational health safety and welfare of all employees.
- 36.10.5.** Training should seek to address change which constantly occurs in today's workforce, including technological change.
- 36.10.6.** The Council will maintain a training policy.

37. CLAUSE 37 – ALLOWANCES AND EXPENSE REIMBURSEMENTS

- 37.1.** All allowances payable under the Local Government Employees Award, with the exception of the allowances for Driver's Licence, First Aid, Meal, Tool, Health & Safety Representative, and Motor Vehicle have been included in the annual salary paid to employees.
- 37.2.** A first aid allowance of \$14.10 per week will be paid to one designated first aider from each work group, four (4) in total: Open Spaces, Construction, Construction and Maintenance and Depot-based. Expression of interest from staff with current first aid certification will be sought from workers of each work group and appointed by the employer for the duration of the Enterprise Agreement.
- 37.3.** The employer will provide a tool allowance to the value of \$15.00 per week for the term of this Agreement subject to full acquittal of the allowance by 30 June each year.

37.4. Trade Certificate Allowance

- 37.4.1.** The employer will provide a trade certificate allowance for those employees under the Local Government Employees Award on completion of Certificate III and/or Certificate IV in Horticulture/Arboriculture, Conservation and Land Management, Automotive Mechanical Technology and Civil Construction.

- 37.4.2.** Higher level qualifications in related fields will be accepted and deemed at the Certificate IV allowance eligibility rate. Those employees who possess a Certificate IV but no Certificate III, will be deemed at the Certificate III and Certificate IV allowance eligibility rate. Certificates from an Australian registered training organisation or recognised Australian education institution must be supplied along with a record of the units of competency and / or academic transcript. To be eligible, employees are required to utilise the skills and knowledge acquired through the completion of their certificates in their day to day duties. The allowance is only payable for either Horticulture/ Arboriculture, Conservation/Land Management, Automotive Mechanical Technology or Civil Construction only, as per the employees' current section of employment i.e. Open Space or Civil. The following allowance will be payable for the life of this agreement and include percentage increases as per Clause 44 to be paid first pay period on or after 17 September 2020 and 2021:

Certificate III in Horticulture/Arboriculture: \$1000 per financial year paid in fortnightly instalments.

Certificate IV in Horticulture/Arboriculture: \$1500 per financial year paid in fortnightly instalments.

Certificate III in Conservation and Land Management: \$1000 per financial year paid in fortnightly instalments.

Certificate IV in Conservation and Land Management: \$1500 per financial year paid in fortnightly instalments.

Certificate III in Civil Construction: \$1000 per financial year paid in fortnightly instalments.

Certificate IV in Civil Construction: \$1500 per financial year paid in fortnightly instalments.

Certificate III in Automotive Mechanical Technology: \$1000 per financial year paid in fortnightly instalments.

Certificate IV in Automotive Technology: \$1500 per financial year paid in fortnightly instalments.

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

37.5. Other Allowances

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

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

37.5.3. Accommodation

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

- 37.5.3.2.** In the event that the employee has agreed to pay for accommodation, he or she will be reimbursed for the cost of the accommodation on presentation of a receipt for payment of the accommodation.
- 37.5.3.3.** Where practical, overnight accommodation will include breakfast.

37.5.4. Fares and Other Costs

- 37.5.4.1.** The cost of authorised travel to and from a particular destination will be covered by the City of Victor Harbor and will be paid for prior to the date of travel, with reasonable notice (minimum 7 days).
- 37.5.4.2.** Other reasonable and necessary costs incurred by employees including transfers, taxis and public transport while away on business related activities will be reimbursed by the City of Victor Harbor upon presentation of receipts for payment.
- 37.5.4.3.** An 'away from home allowance' of twelve (12) dollars per day will be paid by the City of Victor Harbor to employees away overnight for approved work, including training.

38. CLAUSE 38 – UNIFORM AND PROTECTIVE CLOTHING

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

39. CLAUSE 39 – INCOME PROTECTION

- 39.1.** The Council will provide Group Personal Accident and Illness and Journey Injury Insurance through the Local Government Risk Services for all employees covered by the Agreement.
- 39.2.** Employees when accessing income protection and journey injury insurance shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The anniversary date for leave entitlements will remain the same for employees accessing income protection insurance regardless of hours of income protection claimed.
- 39.3.** The superannuation guarantee levy will be met by Council. The period of time absent on income protection or journey injury insurance will not break service.

40. CLAUSE 40 – SUPERANNUATION

- 40.1.** The parties agree that the Statewide Super fund will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.
- 40.2.** The amount of employer superannuation contribution means:
 - 40.2.1.** Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Commonwealth); and
 - 40.2.2.** Any additional superannuation contributions that the employer agrees to pay in respect of an employee.

41. CLAUSE 41 – VOLUNTARY PAYROLL DEDUCTION SERVICES

- 41.1.** The current practice of allowing voluntary payroll deduction services for employees of the Council will be maintained free of charge for the duration of the Enterprise Bargaining Agreement 2019.

41.2. Voluntary payroll deductions currently allowed are listed below:

- Taxation (including extra tax and Child Support)
- Superannuation – super guarantee, voluntary and salary sacrifice
- Banking/electronic funds transfer (EFT) to various accounts
- Vehicle leasing
- Private health insurance
- Union Fees
- CVH Social Club Fees
- Sundry Debtor invoices (City of Victor Harbor only)
- Council Rates (City of Victor Harbor only).

42. CLAUSE 42 – ANNUAL LEAVE LOADING

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

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

43. CLAUSE 43 – ENTITLEMENT TO CASH OUT ANNUAL LEAVE

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

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

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

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

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

44. CLAUSE 44 – PAY INCREASES

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

44.1.1. Pay an across the board increase of 2.0% per annum from the first full pay on or after the 17 September 2019, with a further 2.0% per annum from the first full pay on or after the 17 September 2020, and a further 2.0% or an increase equivalent to the Consumer Price Index for All Groups Adelaide for the 12 month period ending 31 March 2021 as issued by the Australia Bureau of Statistics (whichever is greater) per annum from the first full pay on or after the 17 September 2021 to all employees covered by the Local Government Employees Award.

45. CLAUSE 45 – NO FURTHER CLAIMS

45.1. All parties undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

45.2. This Enterprise Bargaining Agreement shall not preclude increases granted by the Federal or State Wage Cases for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

SIGNATORIES**THIS AGREEMENT** is made at**DATED** this day of 2019

Signed for and on behalf of the City of Victor Harbor

.....
Chief Executive Officer

In the presence of:

.....
Witness

1./10/2019

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

In the presence of:

.....
Witness

....../....../2019

Signed for and on behalf of
Non Australian Workers' Union Employees.....
Scott Pearsons
Employee Representative

And

.....
Brad Bedggood
Employee Representative

In the presence of:

.....
Witness

1./10/2019

LOCAL GOVERNMENT EMPLOYEES AWARD**SALARY REGISTER 17/09/2019**

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

GRADE	INCREMENT		SALARY (PER ANNUM)			
			<i>Current</i> 17/09/2018	<i>2% Increase</i> 17/09/2019	<i>2% Increase</i> 17/09/2020	<i>2% Increase</i> 17/09/2021
Grade 1	Yrs of service	1	48,073	49,035	50,016	51,016
		2	48,701	49,675	50,668	51,682
		3	49,318	50,304	51,310	52,337
Grade 2	Yrs of service	1	50,051	51,052	52,073	53,115
		2	50,680	51,694	52,727	53,782
		3	51,298	52,324	53,370	54,437
Grade 3	Yrs of service	1	52,077	53,118	54,181	55,264
		2	52,705	53,759	54,834	55,931
		3	53,322	54,388	55,476	56,586
Grade 4	Yrs of service	1	54,520	55,611	56,723	57,857
		2	55,149	56,252	57,377	58,524
		3	55,765	56,881	58,018	59,179
Grade 5	Yrs of service	1	56,197	57,321	58,468	59,637
		2	56,826	57,963	59,122	60,305
		3	57,442	58,591	59,763	60,958
Grade 6	Yrs of service	1	57,628	58,781	59,956	61,156
		2	58,258	59,423	60,611	61,824
		3	58,875	60,052	61,253	62,478
Grade 6	Landfill		60,260	61,465	62,694	63,948
Grade 7	Yrs of service	1	59,060	60,241	61,446	62,674
		2	59,688	60,882	62,100	63,342
		3	60,307	61,513	62,743	63,998
Grade 8	Yrs of service	1	60,378	61,585	62,817	64,073
		2	61,004	62,224	63,468	64,738
		3	61,621	62,854	64,111	65,393
Grade 8	Landfill		64,798	66,094	67,416	68,764
Grade 9	Yrs of service	1	61,836	63,072	64,334	65,620
		2	62,516	63,766	65,041	66,342
		3	63,203	64,467	65,757	67,072
Grade 10	Yrs of service	1	63,423	64,691	65,985	67,305
		2	64,121	65,404	66,712	68,046
		3	64,826	66,123	67,445	68,794
Grade 11	Yrs of service	1	65,054	66,355	67,682	69,036
		2	65,771	67,086	68,428	69,796
		3	66,494	67,824	69,180	70,564
Grade 12	Yrs of service	1	66,726	68,060	69,421	70,810
		2	67,459	68,809	70,185	71,589
		3	68,199	69,563	70,954	72,373

APPENDIX 1**REDEPLOYMENT AND RETRAINING GUIDELINES****1. INTRODUCTION**

- 1.1.** Council shall endeavour to provide ongoing employment in accordance with Clause Seventeen (17) of this Agreement to any employee whose position is found to be excess to requirements.
- 1.2.** The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3.** To facilitate redeployment, employees will:
 - 1.3.1.** Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2.** Be encouraged to apply for vacant positions at any lever provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate manager and it is consistent with their skills and interests.
 - 1.3.3.** At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
 - 1.3.4.** Notwithstanding the contents of these guidelines, the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

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

3. RESPONSIBILITY

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

4. MANAGEMENT OF REDEPLOYMENT

- 4.1.** In accordance with Clause Seventeen (17) of this Agreement, appropriate consultation will occur prior to the introduction of change.
- 4.2.** When an employee occupies a position which is declared redundant as a result of the process detailed in Clause Seventeen (17) to requirements, the existing or nominated supervisor shall:
 - 4.2.1.** Give the employee written confirmation of the change to their employment conditions;
 - 4.2.2.** Retain responsibility for the administration and welfare of the employee until redeployment or the date of redundancy;

4.2.3. Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.

4.3. The priority in redeployment is to place the employee in a position of equal full time equivalent (FTE) to their current employment that is acceptable to the employer and the employee. To facilitate this the following options will be considered:

4.3.1. Same job type;

4.3.2. Same work level;

4.3.3. Similar job type or work level (same \$), minor skill difference that can be learnt in 3 to 6 months;

4.3.4. Different job type*;

4.3.5. Different work level*.

** Employee will be required to undertake appropriate training and skill development.*

4.4. The Human Resource Manager will be responsible for coordinating the redeployment program. This will include:

4.4.1. Advising redeployees of appropriate job opportunities;

4.4.2. Arrange a skill survey for each redeployee;

4.4.3. Providing appropriate support and counselling as required;

4.4.4. Redeployees are properly informed of their employment status;

4.4.5. That the Consultative Committee (includes Unions) is kept informed as appropriate (subject to affected employee's agreement); and

4.4.6. Identified training needs are completed.

4.5. The Manager of the area to which the employee is to be redeployed is responsible for:

4.5.1. Supporting employees redeploying to their department/section;

4.5.2. Arranging for employees redeployed to their department/section to be properly inducted into the local work environment paying particular attention to work health safety issues;

4.5.3. Arranging appropriate training for employees who have been redeployed to their department/section;

4.5.4. Preparing ongoing feedback on performance and development;

4.5.5. Temporary redeployee are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYMENT REQUIRING REDEPLOYMENT

5.1. Employees requiring and taking up redeployment opportunities will be given information and support by their managers to fulfil the following responsibilities:

5.1.1. To fully inform themselves of the various options available;

5.1.2. To actively and positively seek an approved position compatible with their skills;

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

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

6. TRAINING

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

7. TEMPORARY PLACEMENT

- 7.1.** Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placement to meet customer service needs. Placement of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2.** Where possible temporary placements should be of a reasonable duration, not exceeding four weeks.
- 7.3.** Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

8. PROCEDURE

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

- 8.1.1.** Facilitate a skill survey is conducted for each redeployee.
- 8.1.2.** Advise each employee of potential vacancies.
- 8.1.3.** Monitor implementation of training plans.
- 8.1.4.** Inform redeployees of these guidelines.

APPENDIX 2

HORSE TRAM WORK AREA

1. CLAUSE 1 - HOURS OF WORK

- 1.1. The ordinary hours of up to seventy six (76) hours shall be worked in a two (2) week cycle as per an agreed roster and shall be between 6.30 am to 6.30 pm over seven days per week provided that Work Health & Safety is not compromised by prevailing daylight hours and visibility. Any work undertaken outside of the span of hours or on a Saturday, Sunday or Public holiday shall be paid at the appropriate penalty rates as per Clauses 6.1.3 and 6.4 of the Award.
- 1.2. By mutual agreement between the Director and the employee, the ordinary hours may be amended. Regular arrangements must be documented in writing.
- 1.3. The Horse Tram will operate under the philosophy of logical completion of a job with the aim of continuing work where completion is practical on that day. This will mean that a working day may be up to eleven hours at ordinary time by mutual agreement.
- 1.4. All casual seasonal employees will work a minimum of two hours per shift.
- 1.5. Employees may be required to undertake alternative duties prior to utilising time off in lieu when the Horse Tram is closed during ordinary working hours.
- 1.6. All time off in lieu credits can be paid out or accrued on request, providing that All TOIL credits are taken by 30 June each year. At the beginning of April the General Manager – Victor Harbor Horse Tram Authority will agree on arrangements to ensure all TOIL is taken before 30 June.
- 1.7. Annual Leave and Long service leave shall be given and then taken at a time mutually convenient to the Employer and Employee concerned.

2. CLAUSE 2 - WORK BREAKS

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

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

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

4. CLAUSE 4 - WAGES AT FIRST PAY PERIOD ON OR AFTER 17 SEPTEMBER 2019

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

- 4.2.** Casual seasonal Horse Tram Employees at Horse Tram Municipal Employee Grade 4 as required by roster and at Junior Rates as follows:
- 20 years of age at 90% of Horse Tram Municipal Employee Level 4
 - 19 years of age at 80% of Horse Tram Municipal Employee Level 4
 - 18 years of age at 70% of Horse Tram Municipal Employee Level 4
 - 17 years of age at 60% of Horse Tram Municipal Employee Level 4
- 4.3.** All other allowances except for meals, drivers' licence and motor vehicle are incorporated in the base rates.

5. CLAUSE 5 - EMPLOYMENT RELATIONSHIPS

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