

THE ADELAIDE HILLS COUNCIL FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2011, NO. 6

File No. 3652 of 2011

**This Agreement shall come into force on and
from 2 September 2011 and have a life
extending until 30 June 2013.**

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



DATED 02 SEPTEMBER 2011

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

COMMISSION MEMBER





ADELAIDE HILLS COUNCIL FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2011, No. 6

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PART 1. OPERATION OF AGREEMENT

1.1 TITLE

This agreement shall be entitled The Adelaide Hills Council Field Enterprise Development Agreement 2011, No. 6.

1.2 APPLICATION

This Agreement shall be binding upon:

- a) The Adelaide Hills Council;
- b) Employees employed by the Council pursuant to the Local Government Employees Award 1998;
- c) The Australian Workers Union South Australian Branch, known as the Australian Workers Union.

1.3 PREVIOUS AGREEMENTS AND THE PARENT AWARD

This agreement supersedes and entirely replaces all previously certified agreements relating to field employees.

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

1.4 PERIOD OF OPERATION

This Agreement shall commence upon certification and remain in force until 30/6/2013. Negotiations for the new agreement should commence 8 months prior to the expiry date.

1.5 DEFINITIONS

Act	means the Fair Work Act 1994 (SA), as amended from time to time
Agreement	The Adelaide Hills Council Field Enterprise Development Agreement 2011, No. 6.
AWU	The Australian Workers Union.
Award	the Local Government Employees Award, as amended from time to time.
Casual	An employee who is engaged under an hourly contract of hire and paid a casual loading.
Consultation	the sharing of information and the exchange of views in the formulation of plans which have a direct impact upon employees. It provides employees with the genuine opportunity to contribute effectively to decisions and have their viewpoints heard and taken into account.
Consultative Committee	group of employee and management representatives that discuss issues affecting the organisation.

Contestability	testing the services of the Council against the market at set intervals to determine the efficiency and effectiveness of the service provided.
Council	the Adelaide Hills Council.
Employee Assistance Program	provision of access to counselling on a confidential basis, with the objective of improving the well-being of employees.
Employee	an employee who is remunerated by wages and whose duties, responsibilities and work description are contained within the terms of the LGEA.
Employer	the Adelaide Hills Council.
Enterprise Development Team	the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements and addressing concerns and/or disputes arising from the operation of this Enterprise Agreement.
LGEA	see Award
Outplacement Assistance	<p>'Outplacement assistance' is for the purpose of assessing and preparing an employee to secure future employment.</p> <p>This may be attained through attendance at training programs, obtaining financial guidance, attending an actual outplacement program or similar services. It may also include the purchase of equipment for the purpose of establishing a business or employment related activities.</p>
Part time	an employee who performs work (less than 38 hours per week) on a regular weekly basis.
Payment in lieu	<p>As used in Part 7 of this Agreement for payment made by Council to a redundant employee when Council does not give 10 weeks notice for termination of employment.</p> <p>The calculation of the payment in lieu shall be based on 10 times the weekly wages at the time of termination.</p>
Personal leave	leave given when an employee has pressing/urgent domestic or family reasons or emergency situations that need prompt attention. Is not to be used for appointments that can and should be attended to when an RDO or TOIL day should be taken.
Redundant	a position that has been identified as surplus to requirements or where a redeployed position has not been attained.
Wages	the employee's classified wages pursuant to the Award and the wages contained in this Agreement.

Self Organised Work Team	an efficient and market competitive business unit, where the allocation of funds to the unit are for specific projects. These self organised work teams will operate with clear specifications and guidelines focused on service delivery.
Union	The Australian Workers Union.
Unsociable hours	hours worked outside of the span of hours.
WH&S	means Work, Health and Safety.
Workplace Representative	means a union member or members elected by the membership from the membership appointed under the rules of the Unions, whose role is to effectively represent the interests of members at the workplace.

PART 2. PRINCIPLES

2.1 OBJECTIVES

The objectives of this agreement are:

- 1 To enable improved service delivery to the Adelaide Hills Council community.
- 2 To enable the Council to anticipate and plan for future change.
- 3 To enable people to have the competence and resources to do what is required of them now and in the future.
- 4 To enable organisational and personal work goals to be reached.

2.2 STRATEGIC LINKS

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

It is agreed by employees of the Council that we will seek to deliver effective, cost efficient and customer focused services to our community, including:

- a. Seeking to ensure our organisational culture is based on our organisational values and lived by our employees in all our interactions with others (internal and external to the organisation);
- b. Undertaking training and increasing our knowledge and skills;
- c. Wherever possible, undertake opportunities for personal and professional development;
- d. Seeking to have services delivered with regard to council's financial and other sustainability constraints;
- e. Strive to have the level of our services identified and provided in the most effective manner;
- f. Using risk management strategies to reduce and manage risks across the organisation.

2.3 CUSTOMER SERVICE

The Adelaide Hills Council and its staff recognise the importance of being community focused and committed to providing a high level of quality service to our customers (including but not limited to ratepayers, residents and visitors). Our level of Customer Service will be measured using performance indicators, and our performance against service standards shared with the community.

2.4 ACHIEVING A SUSTAINABLE ORGANISATION

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

2.5 CONTINUOUS IMPROVEMENT

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

Continuous improvement is a key to ensuring Council provides appropriate quality, cost effective services to the community. As part of meeting the changing needs of the community,

services will be reviewed on an ongoing basis to ascertain if they need to be improved or if they are no longer required.

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

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

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

2.6 DEVELOPING OUR WORKPLACE CULTURE

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

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

The desired culture embraces Council's values:

Fairness
Respect
Innovation
Integrity
Support
Communication
Openness & transparency

2.7 WORKPLACE HEALTH AND SAFETY

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

2.8 ENTERPRISE DEVELOPMENT TEAM (EDT)

The Council and employees agreed that the development of the Enterprise Development Agreement needs to reflect the following principles and beliefs.

1. That the Council exists to deliver quality services to the community.
2. That effective service delivery is dependent on all stakeholders of Council working as a team.
3. That the Enterprise Development Agreement should focus on meeting the current and emerging needs of all stakeholders.
4. It is agreed that the Enterprise Development Team's role is to operate as the consultative structure for negotiating, reviewing and monitoring the Enterprise Development Agreement and resolving concerns and/or disputes arising from the operation of this Agreement.
5. This team will continue its operation to oversee the development and implementation of this agreement. The name of the team reflects an understanding that the purpose of the Agreement is to develop the organisation and its people and that to do this effectively requires a collaborative and team approach.
6. The EDT for this Agreement shall consist of equal representation of:
 1. three employer representatives
 2. three employee representatives, two nominated by the AWU members at the workplace and one other elected by employees generally in the workplace.
 3. Council's Manager Human Resources (or proxy) will facilitate the process.A Union Official may be called on an as needed basis.
7. Having regard to the role for which it is established, the Enterprise Development Team shall meet quarterly, or as otherwise agreed by the Team:
 - a. to make recommendations to the employer through consensus.
 - b. to have regard to reports and ideas generated by employee and employer representatives on a range of issues.
 - c. to provide a forum of information flow between the employer and employees.
 - d. to attempt to resolve disputes arising out of the operation of the agreement.
 - e. to review & monitor the operation of the agreement.
 - f. to negotiate a new agreement.

PART 3. ENTERPRISE FLEXIBILITIES

3.1 EMPLOYEE RELATIONS

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

3.2 EMPLOYEE ASSISTANCE PROGRAM

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

3.3 CODE OF CONDUCT FOR EMPLOYEES

Employees of Council are to comply with the Code of Conduct for Employees, as amended from time to time, adopted by Council in accordance with the Local Government Act 1999 requirements.

Employees failing to adhere to the Code of Conduct will be managed in accordance with the Council's Counseling and Discipline Policies.

3.4 PERSONAL INCOME PROTECTION (PIP) INSURANCE

1. In addition to the pay rises outlined under this Agreement, Council will insure all Council employees in a Personal Accident and Illness Insurance policy.
2. The Policy covers employees for non-work related injury or illness.
3. Policy benefits, excess/waiting periods and exclusions are all covered under the Insurance Policy and will be determined under this Policy, as amended from time to time.
4. Where an employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.
5. During a period of absence on PIP insurance, the employee's continuity of service is suspended but not broken.
6. Employees on PIP insurance will be provided one month's grace where leave entitlements will continue to accrue. After this time, there will be no entitlement to accrue annual, sick or long service leave.

3.5 ROSTERED EMERGENCY STAFF

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

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

Adelaide Hills Council is within a high fire risk area heightening the need for appropriate processes to be in place to ensure the safety and wellbeing of our employees during a fire danger day (a declared fire danger day ie severe, extreme, or catastrophic). Council will endeavour to redirect, train or use employees in other areas of the organisation in the first instance. Where Council is unable to identify suitable alternative work arrangements the following will apply.

Council is committed to supporting staff to meet their family and community responsibilities as well as ensuring sufficient resources to maintain Council's services to customers.

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

1. Employees choosing to implement their personal bushfire action plan (as agreed and approved in advance with their manager), may take the time off work and use leave identified.
2. Where a workplace is not available due to fire risk, Council will attempt to relocate staff to a suitable workplace where they can continue their normal duties. This may include the use of temporary office space or working from home (provided that the working from home arrangement comply with WHS requirements and are approved by the employees Manager)
3. Where Council cannot provide a temporary workplace from which staff can perform their normal duties and working from home arrangements have not been approved, Council may allocate employees to alternative duties or re-direct staff to work other duties in order for Council to continue to provide services.

4. Where Council is unable to identify suitable alternative work arrangements during catastrophic days, employees may be stood down for one day per Event with pay. The standing down of employees with pay will be subject to staff being in a state of readiness to return to duties and/or to assist when directed.
5. If consecutive catastrophic fire danger days are declared, staff may be required to attend a work location in a safe precinct to undertake training or other designated duties (as nominated by their manager).
6. If no alternative employment arrangements are available, employees may choose to take leave entitlements and remain at home OR employees may be stood down without pay, there is no requirement to be in a state of readiness to return to duty on that day.

“Event” - catastrophic fire danger day or a period of consecutive days.

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

3.7 EMPLOYEE DEVELOPMENT

Employee development is an ongoing process. It is an expectation that individual developmental needs will be discussed, planned and implemented through the Performance and Development Plan (PDP) process.

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

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

3.8 TRAINING OUTSIDE NORMAL WORKING HOURS

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

PART 4. FLEXIBLE WORK ARRANGEMENTS

4.1 FLEXIBLE HOURS

1. The parties agree that in the operation of these flexible working hours, the most important factor will be to ensure that the requirements of effective customer services are maintained.
2. Work can be undertaken within the span of 6.00am and 6.30pm Monday to Friday. Ordinary working hours shall be 7.00am to 4.00pm, as long as it is safe to do so, with a 30 minute meal break Monday to Friday, 9 days per fortnight.
3. Where an RDO (scheduled fortnightly day off) falls on a public holiday the RDO will be moved to the following day or as per clause 4.1.9, by agreement.
4. Alternate working hours to meet the operational requirements of the Council and/or the personal requirements of the employee may be put in place by mutual agreement between the employee and employer. Such agreements shall be in writing.
5. The maximum number of hours worked in one fortnight on a time for time basis will be 85 hours exclusive of any carried forward scheduled fortnightly days off work.
6. Team leaders are authorised to approve their team working for up to 1 hour extra per day to complete a task, that time to be banked on a time for time basis.
7. Any overtime required above 9.5 hours per day will require a supervisor's authorisation and will be paid at overtime rates.
8. All time worked in excess of 9.5 hours per day will be by agreement between employee and employer and will be paid at overtime rates, unless the employee requests it to be banked time, on a time for time basis.
9. Employees who work their scheduled fortnightly day off work will have the time banked, on a time for time basis.
10. All banked hours will be credited to the employee on an hour for hour basis. Such accumulated time off should not exceed 76 hours and is to be taken at a time to be agreed between the employee and the Team Leader or Supervisor.
11. Where an employee has accrued 76 hours or more, the Supervisor may direct the employee to take the leave, provided a maximum of 90 days notice is provided.
12. Consent to take any accrued leave in single or multiple days will not be unreasonably withheld unless there are pressing operational needs.
13. On the request of the employee, banked time can be paid out at ordinary time rates.

4.2 STARTING ON THE JOB

1. Any employee required to start on the job anywhere outside of his normal depot/waste transfer station shall be paid \$3.60 on the job start allowance plus \$15.00 per day travelling allowance.
2. Employees who have the use of a council vehicle or travel to the job in a council vehicle will not be entitled to claim the traveling allowance.
3. Council will make every effort to ensure that if personal vehicles are used to travel to sites they will be stored/parked in an agreed secure environment.
4. Any future employee of the Adelaide Hills Council will be assigned a normal depot/waste transfer station.

Permanent transfer

5. An employee's normal work commencement site may be changed to an alternate location by consultation where such change is ongoing as a part of the changing organisational need of the Council. In the first instance, volunteers suitable to the position to be shifted shall be sought. Compensation by payment of the starting on the job daily travelling and vehicle allowance shall occur for a period of six months after an employee is required to change their normal work commencement site.

4.3 CALL OUTS

1. Call outs shall be paid for a minimum of two (2) hours, which includes travelling time at appropriate penalty rates defined in the Award.
2. A call out does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

4.4 PART TIME EMPLOYMENT

- 1 Part time employees may increase their hours of work to a maximum of 76 hours per fortnight without incurring overtime rates. Such increase in hours shall be by agreement with the employee and relevant supervisor.
- 2 Part time employees shall accrue leave entitlements and be paid the Super Guarantee Levy for all hours worked up to 76 hours per fortnight.
- 3 Where practical, part time employees will be offered additional hours before casuals or temporary employees are engaged.
- 4 Part time employees shall receive their yearly increments on the anniversary date of their employment, subject to performance plans.
- 5 Consideration will be given to job share arrangements, taking into account operational requirements.

4.5 CASUAL EMPLOYEE

In circumstances where the duration of casual work is uncertain, a casual may be engaged for a period exceeding 800 hours. Where this occurs, the supervisor/manager shall consult with the Workplace Representative prior to the employee working beyond the 800 hour limit and notify the Union office accordingly.

4.6 LABOUR HIRE AGENCIES

In the interests of workplace harmony, the parties agree that all workers performing a role for the Council shall be treated equally in terms of wages and conditions. In accordance with the Council's commitment to provide secure employment for its staff and the general principles underlying the Agreement, the Council will ensure that where labour hire agency workers are required, they will receive a wage no less than that which a directly employed staff member would receive.

4.7 MIXED FUNCTIONS / HIGHER DUTIES

When a Team Leader/Leading worker is absent on leave for a minimum of two hours (unless the work teams are restructured), management will appoint an employee to act up in their role and pay them the appropriate hourly rate for the duration in accordance with the Award.

All other provisions for mixed functions and higher duties are covered under the Award.

4.8 LOCAL AREA WORKPLACE AGREEMENT

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

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

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

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

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

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

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

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

4.9 FIXED TERM CONTRACTS

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

Council will use the Appointment and Promotion clause (9.4) in this Agreement to fill fixed term contracts defined below.

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

- For a specific project or defined duration or for work of a limited duration;
- For a position that is funded from an external body
- To backfill an employee who is on extended leave (eg parental leave, long service leave)
- For positions which are linked to market wages.

Council will ensure that staff employed under a fixed term contract arrangement receive wages and conditions equal to this agreement as a minimum.

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

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

4.10 WORK FROM HOME

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

4.11 TRANSITION TO RETIREMENT

Transition to retirement will enable employees who are approaching retirement (within 3 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

By written agreement between an eligible full-time or part-time employee and the relevant Manager and Director, an employee may participate in a transition to retirement program that is offered by Council. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant Director.

The terms of the transition of retirement must be specified in a written agreement that is to be signed by the employee and the Director.

An employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued leave entitlement (excluding personal [sick] leave) and up to 40 days unpaid leave per annum (provided that where other leave balances are available they are used in the first instance) to make up a full fortnight's (76 hours) pay under the following conditions:

- The employee has completed at least five (5) years continuous service with Council
- To ensure the employee has reserved a minimum of fifteen (15) days to have a holiday each year
- The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
- That the employee has received advice from Local Super on how the change of employment arrangements affects their superannuation.
- That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per clause 5.3 (9)).

An employee who is participating in a transition to retirement program may, subject to the provision of four (4) weeks notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's supervisor.

Contract and casual employees are excluded from this Clause.

It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position, that utilises the employee's skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.

PART 5. TYPES OF LEAVE

5.1 ANNUAL LEAVE LOADING

Annual leave loading payment, as per the relevant Award conditions, shall be paid in a lump sum as part of either the last pay in November or the first pay in December for that calendar year.

5.2 PERSONAL (INCL. SICK) LEAVE

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

In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

9. Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.
10. This Clause will be read in conjunction with Clauses 7.2 Sick Leave and 7.5 Carers Leave of the Award.

5.3 LONG SERVICE LEAVE

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

The following principles underpin any organisational policy:

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

5.4 PUBLIC HOLIDAYS

- 1 An employee and supervisor may agree to an employee working on a public holiday, with agreement to an alternate day off in lieu of the public holiday..
- 2 All public holidays worked under this Agreement will be treated as a normal working day at normal pay rates.
- 3 The alternate day off for the purpose of this Agreement will become the public holiday and if a worker is asked to work on the nominated day, then they will be paid the appropriate penalty rates as if they were working the public holiday.
- 4 Any such arrangement shall be in writing and must be approved by the relevant supervisor prior to the public holiday.

5.5 STUDY LEAVE

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

5.6 SPECIAL LEAVE

1. Council recognises the employees may require access to additional leave over and above their paid leave entitlements of annual leave, sick leave and long service leave.
2. Employees may apply for special leave without pay for extended holidays, parental leave or other time off.
3. The application and approval of special leave will be subject to the following conditions:
 - a) An application to the relevant Director stating the reason and period of leave sought.
 - b) Three months notice is required for planned special leave.
 - c) All paid leave entitlements have been used or planned for use.
 - d) A minimum of twelve (12) months service or exceptional circumstances.
 - e) The leave may be taken at the end of any other category of paid or unpaid leave.
 - f) Employees may access up to 4 weeks special leave.
 - g) No superannuation contribution will be made by the Council during the period of the special leave
 - h) While on leave without pay continuity of service will be maintained, however all leave entitlements will not accrue.
4. A decision to accept or reject an application will be based on circumstances prevailing at the time including (but not limited to) organisational constraints, workloads and availability of suitably qualified staff to replace the applicant.
5. With regard to 5.7.4 special leave will not unreasonably be withheld. Reasons to justify the decision to reject the leave will be given.
6. If an employee has a grievance about a decision made on this clause the grievance settlement procedure part 10 of this agreement will be used.

5.7 PAID PARENTAL LEAVE

1. Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.
2. Where an employee (excluding casuals), being the parent of the child, can demonstrate they are to be the primary care giver to the new born child, shall be granted parental leave on full pay for a period as detailed below.
3. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
4. Paid leave can only be accessed by one parent whether within the Council or from another organisation except as per Clause 5.
5. Both parents may take leave simultaneously any time during the first 12 months from the birth of the child and the partner of the primary care giver may take 2 weeks unpaid paternity leave or 10 days paid personal leave (from the employee's personal leave entitlements), provided that there will be a minimum of 10 days personal leave remaining when the leave has been deducted.
6. Paid parental leave of up to 12 weeks leave will be paid in normal fortnightly payments, as either full weeks or half pay, from the commencement of the parental leave. Entitlements will apply as follows:

- | | | | |
|----|-----------------------|-------------------|-------------------|
| a. | After 1 years service | 6 weeks full pay | 12 weeks half pay |
| b. | After 2 years service | 12 weeks full pay | 24 weeks half pay |

Years of service with other South Australian LG bodies will be recognised in determining the entitlement.

7. Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
8. Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.
9. Where the pregnancy of an employee terminates earlier than 28 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease. If termination occurs after 28 weeks, a maximum entitlement of up to 4 weeks paid leave may be accessed.
10. The parties acknowledge that, from 1 January 2011, employees may be eligible for the Federal Paid Parental Leave payments in the event of the birth or adoption of a child (currently equivalent to 18 weeks pay at the Federal Minimum Wage of \$570 per week). The parties agree that, if an employee meets the eligibility criteria of the PPL and chooses to access the PPL provisions, the employee will receive payment from the Federal Government for a period of 18 weeks as prescribed by the PPL Act as well as required weeks of paid parental leave under this clause (subject to meeting the Council's eligibility criteria).
The employee must provide written advice as to whether he/she wishes to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).
11. Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract.
12. This Clause will be read in conjunction with Clause 7.4 of the Award.

Paid Adoption Leave

13. An employee, excluding casuals, who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child, and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of up to 12 weeks, as per the table above (Clause 5.8, 6), commencing from the date of placement of the child with the employee.
14. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
15. In extenuating circumstances (eg overseas adoption) management will consider application of this section in full or part to employees who have a shared care-giver responsibility.

PART 6. ORGANISATION OF WORK

6.1 INTRODUCTION

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

6.2 SELF ORGANISED WORK TEAMS

1. The development and operation of self organised works teams shall be implemented where appropriate. Self organised works teams of individual employees or groups of employees shall be responsible for establishing and delivering programs of prioritised works/tasks with a commitment to continuous improvement to continually seek to further improve productivity, quality, responsiveness and safety.
2. The programs and performance indicators of self organised work teams shall be developed and implemented within the allowed budget and service delivery standards agreed upon in consultation with appropriate Directors.
3. Leave and time off in lieu shall be taken by mutual agreement within the team ensuring that programs continue to be delivered to the agreed standard.

6.3 SERVICE IMPROVEMENT

1. The parties to this Agreement are committed to improving the range, quality, responsiveness and cost of services delivered by the Council to the community. The parties agree to work together to pursue the improvement and competitiveness of in-house service delivery through the pursuit of new technology and emerging practices, provision of resources and employee training and development, so that in-house services best meet Council's service delivery objectives.
2. The parties to this Agreement will work together to review services periodically to achieve a level of service delivery to the community that (subject to constraints of this Agreement and the Council's resources) is based on continuous improvement and best practice principles in terms of quality, cost, timeliness and customer service measures.
3. Service reviews will be undertaken in consultation with the affected employees, Workplace Representatives and the Union as needed. Clear goals and time frames will be established for the reviews and where possible comparative assessments will be made with providers of like services for benchmarking purposes.
4. Any recommendations for improvements to service delivery arising from the review will be subject to further consultation with employees and the Union and where such improvement involves structural change the provisions of Part 7 Organisational Change of the Agreement shall apply.
5. The reviews will be conducted on the principles of fairness and equity and shall be overseen by a Service Review Team (SRT). The Service Review Team will include, management, relevant employees, an Employee Representative and when requested by the Employee Representative, may include a Union Official. The number of SRT members will be appropriate to the review being undertaken. The SRT role is to undertake the review, with input from employees within the area/team under review.
6. Appropriate training and support will be provided to employees involved in the service review process.

PART 7. ORGANISATIONAL CHANGE

STRUCTURAL CHANGE

7.1 CHANGE WITHIN THE COUNCIL

1. The parties acknowledge that change may take place in the organisation particularly through the introduction of new services, the discontinuation of services and the implementation of more efficient and effective work practices and arrangements. For the purpose of this Agreement "change" is deemed to include but is not limited to any or all of the following:
 - change to work practices
 - introduction of new technology and equipment that significantly change work roles, practices or responsibilities
 - change in workforce size and/or structure
 - resource sharing
 - amalgamation with other organisations
 - consideration of alternative service delivery
2. Where the Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils, which would impact on employees, Council shall consult with those employees likely to be affected.
3. The Council recognises that structural change is a process that may place challenges upon the staff and resources of the organisation. However, there are situations in which structural change is necessary and may be beneficial.
4. It should be noted that structural change could occur without any resulting redundancies. For example, departmental responsibilities may be re-organised without any staff changes. However, where redundancies do result from structural change, the redundancy provisions of this Agreement will apply.

7.2 PRINCIPLES

The Council agrees to abide by the following principles when undergoing a process of structural change:

- a) Communication with all staff during the change process;
- b) Provide support for staff who may be having difficulty with the process;
- c) Opportunities for staff to provide feedback within a reasonable period of time throughout the process;
- d) The principle of fairness and transparency will apply to all decisions regarding structural change;
- e) The Union shall be kept informed of any structural change affecting their members.
- f) The Council is not required to disclose confidential information the disclosure of which, when looked at objectively, could be contrary to the Council's interests.

7.3 CIRCUMSTANCES

Circumstances that may lead to structural change may include:

- a) Circumstances imposed by another level of Government;
- b) A direction from Council;
- c) A review process with recommendations for change;
- d) The movement of key staff from the organisation;
- e) A change in emphasis on services provided by the organisation;
- f) The implementation of changes to better meet the service needs of the community;
- g) The implementation of continuous improvement procedures to improve the efficiency of service provision.

These circumstances have the potential to significantly affect employees and may include:

- h) termination of employment;
- i) major changes in the composition, operation or size of the workforce or in the skills required;
- j) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- k) the alternation of hours of work;
- l) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs;
- m) change in structure;
- n) resource sharing;
- o) amalgamation with other organisations;
- p) consideration of alternative service delivery.

7.4 INITIAL PROCESS

Employees will be consulted when circumstances that may lead to changes are being considered, before a final decision is made. The following steps will be taken:

- a) Consultation will occur on an individual, departmental or organisational basis (whichever is most appropriate).
- b) Employees being consulted will be informed (using individual meetings, group meetings, e-mail, telephone calls as appropriate) of the possible change and the reason for it and implications arising from the change.
- c) The discussions must commence as early as practicable with a minimum timeframe for this consultation to occur within being four (4) weeks, unless a shorter time frame is agreed.
- d) The Chief Executive Officer is responsible for discussing possible changes with Council.

7.5 FINAL PROCESS

If it is determined that a structural change process is required, the following steps will be taken:

- a) Relevant employees will be informed (using individual meetings, group meetings, e-mail, telephone calls as appropriate) of the proposed change and the reason for it and implications arising from the change.
- b) The Union will be informed of the change and the reason for it and any implications arising from the change.
- c) Employees will be given the opportunity to provide feedback on the proposed change. The relevant Director and /or Manager will consider the feedback. Any changes made to the proposal as a result of the feedback will be communicated to employees and the Unions.
- d) If the proposed structure results in redundancies, the change will proceed in accordance with clause 7.4 of this Agreement.
- e) The relevant Director and /or Manager will be responsible for implementation of the change.

7.6 GENERAL PRINCIPLES - CHANGE IMPLEMENTATION

1. There will be no forced redundancies until all options in this clause have been exhausted.
2. Should redundancy become necessary, every effort will be made by the Council to use, natural attrition, voluntary redundancy and redeployment to accommodate staff in situations where organisational changes result in positions being no longer required.

7.7 RESPONSIBILITY

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

7.8 REDUNDANT POSITIONS

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

Redundancies

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

Redeployment

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

Suitable Alternative Positions

6. A suitable alternative position may include a position with a lower remuneration level if necessary, but does not extend to a position which is more than one classification level below that received by the employee in their substantive position.
7. All vacant positions must be considered for suitability for employees needing redeployment before the vacancy is advertised internally or externally to determine whether the skills of the employee match the required skills of the vacancy (including reasonable training requirements).
8. Where a suitable alternative position is available the affected employee will be offered the position in preference to other employees.
9. Council may seek voluntary separation package applications from other employees in order to assist with redeployment. Applications will be restricted to those employees of equal classification and/or remuneration and one level above and below the redundant position. In the first instance, applications will be called from within the department. If required, applications may be called from across the organisation. (Refer Clause 24)
10. Offers of redeployment will be in writing, quoting the classification, wages, location and attaching a copy of the position description.
11. Where a redeployment position is offered, the employee will be given ten (10) working days in which to decide to accept or decline the offer. An employee may request more time, (no more than five (5) extra working days) to decide to accept or decline the offer.

12. Where an employee declines more than one reasonable offer of redeployment or there are no further options available, employment will be terminated in accordance with the Redundancy provisions starting at Clause 20.
13. Where an employee accepts redeployment to a lower classified position, the years of service in respect of annual leave and long service leave worked at the higher classification will be recognised at that rate and will be calculated at that rate in respect of years of service served in that particular position.

Redeployment to Lower Classification

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

Training

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

Redundancy

20. A Redundancy will be identified only after all reasonable effort has been made in the first instance to redeploy an employee, and no suitable position is available.
21. Where a determination is made that no suitable redeployment options are available, and it is determined that a redundancy exists, the employee's services will be terminated and they will receive a Separation Package, as outlined in the Separation Package clauses starting at Clause 25..
22. Agreement to grant the separation package will be made by the relevant Director.
23. Within a period of three (3) months from the date of commencement of duties to the redeployed position, the redeployee can take the option of a separation package.
24. Where the redeployment opportunity has arisen via the redundancy of another employee under clause 9, a separation package will not be made available.

Separation Package

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

The terms of the package are as follows:

27. payment in lieu or ten (10) weeks notice (as per definition on page 5);
28. a redundancy payment at a rate of three (3) weeks remuneration per years of continuous service in Local Government in South Australia. The calculation of this payment is on completed years and months of service based on the anniversary date. [the maximum payment in respect of Clause 27 and 28 shall be 104 weeks];
29. pro-rata Long Service Leave will be paid whether seven years of service has been attained or not. (calculated on completed years of service as per the LSL Act);
30. a maximum of \$3000 will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the period of 12 months) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
31. All of the above payments (excluding the entitlement set out at Clause 30) will be made upon the employee leaving the employment of Council.

PART 8. WAGE ADJUSTMENTS AND ALLOWANCES

8.1 WAGE ADJUSTMENTS

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

- a. A 4.75% wage increase effective from the first full pay period on or after 1 July 2011. (see Schedule 1)
- b. A 4.5% wage increase effective from the first full pay period on or after 1 July 2012. (see Schedule 2)

All payments shall be paid on the base rate which incorporates the annualisation of allowances, with the exception of those paid separately below.

8.2 ALLOWANCES

The following allowances are the only allowances paid under the Award:

- a. meal
- b. first aid (to nominated officers)
- c. height
- d. bitumen
- e. drivers licence

PART 9. OTHER CONDITIONS

9.1 WORKPLACE REPRESENTATIVES

1. Upon written advice from the Union Branch Secretary up to four members for the AWU can be appointed as Workplace Representatives, the Council shall recognise such person or persons as being accredited by the Union:
 - a. for discussion with employees on matters pertaining to the work they perform or work related issues,
 - b. for discussion with duly accredited Union Officers on matters referred to above and regarding the performance of union duties.
2. Workplace Representatives will be entitled to:
 - a. be treated with respect and without discrimination;
 - b. be consulted about workplace issues and have access to information about the organisation that is not confidential;
 - c. meet with management to discuss issues of concern; and
 - d. meet with accredited Union Officers on work related matters.
3. Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:
 - a. speaking to, meeting with and representing other employees;
 - b. attending Union organised training and conferences to a maximum of 5 days per annum provided that the 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.
4. To enable them to represent other employees, 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 Human Resources to use Council systems to promote Union positions.
5. Workplace Representatives will have the following responsibilities:
 - a. they will inform their Supervisor before leaving their work area to attend to representative tasks;
 - b. if a general meeting of staff is required in work time and/or on Council property, prior agreement will be sought through Human Resources or relevant Director before it takes place, giving reasons for the meeting.
 - c. if seeking a formal meeting with a Union Officer on site, prior agreement will be sought through Human Resources before it takes place, giving reasons for the meeting.
 - d. care must be taken to ensure that representative matters of a routine nature are dealt with at times that are least inconvenient to the responsibilities of their Council position.

9.2 SUPERANNUATION CONTRIBUTIONS

1. The employer must pay superannuation contributions in respect of each employee into the chosen scheme being 'Local Super'.
2. For the purpose of this clause 'Local Super' means the superannuation scheme established and maintained under the Local Government Act 1934 (SA).
3. 'Superannuation Contributions' means:
 - a. contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme;
 - b. 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 (Cth);
 - c. Council will pay to the Superannuation Scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act;
 - d. any additional superannuation contributions which the employer agrees to pay in respect of an employee.

9.3 SALARY SACRIFICE

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

9.4 APPOINTMENT AND PROMOTION

1. The Council confirms its commitment to appoint internal candidates to vacant, existing or new positions within the Council, subject to suitably skilled, competent and experienced internal candidates being available. This commitment results in assisting employee career paths, provides opportunities for employees to progress to more senior levels and benefits the Council by utilising the expertise within the existing workforce.
2. Selection to all vacancies must be on the basis of 'merit', to result in the selection of the best available candidate, except where a redeployee is available who may, either with or without training, be able to satisfactorily perform the duties, in which case preference shall be afforded to such an employee.

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

3. All full time positions will be advertised internally in the first instance where a suitably qualified, competent and experienced candidate exists within the Council, determined by their fit with the position description selection criteria.
4. If it is decided no suitably qualified, competent and experienced candidates exist internally, advertising may take place internally and externally simultaneously.
5. If after advertising internally there is no suitable candidate, the position will be advertised externally.
6. Vacancies may be simultaneously advertised in the outside media and within Council. Managers and Human Resources are responsible for deciding on which advertising process will be used.
7. Where simultaneous advertising is being considered, the views of Workplace Representatives will be taken into consideration.
8. All permanent part time, casual and contract positions may be offered internally and externally simultaneously.

9. Casual employees and labour hire workers must have been working for a minimum of three months prior to the position being advertised to be eligible to apply for internally advertised positions.
10. Employees must have completed the probationary period to be eligible to apply for internally advertised positions.
11. All existing employees who apply for the position and meet the selection criteria within the job description, will be granted an interview.
12. Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
13. Internal candidates who are unsuccessful in gaining the position applied for will be provided with feedback regarding their application and interview.

9.5 UNIFORM

1. The wearing of personal protective clothing is recognised as part of the Council's corporate professional image and gives those within the Council area an impression of the type of Council we are and the type of customer service they can expect.
2. All permanent employees will be required to wear personal protective clothing supplied by the Council.
3. Employees are required to keep their clothing in a well kept manner. If items become torn or worn through, they must be replaced in accordance with personal protective clothing policy and procedure, as amended from time to time.

PART 10. GRIEVANCE SETTLEMENT PROCEDURE

1. The parties acknowledge that effective communication plays a vital role in the prevention of grievances and industrial disputes. It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
2. This process can be used for grievances arising out of this Agreement.
3. There is a commitment to attempting to resolve any issues or conflict using informal means in the first instance before the formal procedures of this clause are used.
4. Of critical importance is the need to maintain high quality customer service and to resolve matters quickly, therefore work will continue without stoppage, the imposition of bans, limitation or restrictions except in the case of genuine occupational health and safety issues.
5. Specific processes should be utilised for matters dealing with sexual harassment, bullying and fair treatment according to Council's policies, as amended from time to time.

Informal Process

6. Employees should discuss with their most immediate Supervisor any grievance or conflict either verbally or in writing, in the first instance, with the aim to resolve the matter.
7. Supervisors will refer the matter to the next level of management if the issue falls outside of their respective authority or area of responsibility.
8. Employees will be notified of the resolution and/or action to be taken in response to the complaint.
9. Where advice is required, Workplace Representatives, Human Resources personnel or Union Officials may be contacted. Matters must be dealt with objectively to ensure that employees are treated fairly and equitably. The aim is always to explore ways to resolve the matter.
10. Every attempt will be made by the parties to resolve the grievance or dispute within 10 working days from the date of notification of the informal grievance or dispute.
11. Nothing in this process shall prevent an employee or the Union from raising a matter directly with Human Resources.

Formal Process

12. Every attempt will be made by the parties to resolve the grievance or dispute within 7 working days from the date of notification of the formal grievance or dispute.
13. A record of each meeting covering the points raised, action items and outcomes will be kept and signed off by employee/s and management.
14. **Step 1** - The employee and Workplace Representative, if required, refers the matter to the employee's most immediate Supervisor.
15. **Step 2** - The employee and Workplace Representative, if required, and/or other advocate (which may include a Union Official) refer the matter to the employee's next level of management.
16. **Step 3** - The matter is referred to the Human Resources Officer who will arrange a meeting with the relevant parties. At this point, if necessary, the Chief Executive Officer or their nominee will also be part of the discussions.
17. **Step 4** - The matter will be referred to the Chief Executive Officer or their nominee, if they have not already been part to the discussions.
18. **Step 5** - If not resolved at this stage, the matter will be referred to the South Australian Industrial Relations Commission for conciliation or if necessary, arbitration.
19. Nothing in this process shall prevent an employee or the Union from raising a matter directly with Human Resources.

PART 11. UNDERTAKINGS

11.1 NO FURTHER CLAIMS

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

11.2 SIGNATORIES

Signed on behalf of and for:)
Adelaide Hills Council)
Chief Executive Officer

on this day of20011

..... Name of witness
Signature of Witness

Signed on behalf of and for:)
Australian Workers Union)
South Australian Branch)

on this day of20011

..... Name of witness
Signature of Witness

Schedule 1

1/07/2011	Year 1	Year 2	Year 3	Annual	Fortnightly	Hourly
	4.75%	\$7.80	\$7.70			
	Weekly	Weekly	Weekly			
G1 Year 1	\$776.42			\$40,373.71	\$1,552.83	\$20.43
Year 2		\$784.22		\$40,779.31	\$1,568.43	\$20.64
Year 3			\$791.92	\$41,179.71	\$1,583.83	\$20.84
G2 Year 1	\$807.75			\$42,002.91	\$1,615.50	\$21.26
Year 2		\$815.55		\$42,408.51	\$1,631.10	\$21.46
Year 3			\$823.25	\$42,808.91	\$1,646.50	\$21.66
G3 Year 1	\$839.73			\$43,665.88	\$1,679.46	\$22.10
Year 2		\$847.53		\$44,071.48	\$1,695.06	\$22.30
Year 3			\$855.23	\$44,471.88	\$1,710.46	\$22.51
G4 Year 1	\$883.21			\$45,926.93	\$1,766.42	\$23.24
Year 2		\$891.01		\$46,332.53	\$1,782.02	\$23.45
Year 3			\$898.71	\$46,732.93	\$1,797.42	\$23.65
G5 Year 1	\$908.19			\$47,226.03	\$1,816.39	\$23.90
Year 2		\$915.99		\$47,631.63	\$1,831.99	\$24.11
Year 3			\$923.69	\$48,032.03	\$1,847.39	\$24.31
G6 Year 1	\$930.99			\$48,411.30	\$1,861.97	\$24.50
Year 2		\$938.79		\$48,816.90	\$1,877.57	\$24.70
Year 3			\$946.49	\$49,217.30	\$1,892.97	\$24.91
G7 Year 1	\$953.48			\$49,580.77	\$1,906.95	\$25.09
Year 2		\$961.28		\$49,986.37	\$1,922.55	\$25.30
Year 3			\$968.98	\$50,386.77	\$1,937.95	\$25.50
G8 Year 1	\$974.41			\$50,669.08	\$1,948.81	\$25.64
Year 2		\$982.21		\$51,074.68	\$1,964.41	\$25.85
Year 3			\$989.91	\$51,475.08	\$1,979.81	\$26.05
G9 Year 1	\$1,014.22			\$52,739.49	\$2,028.44	\$26.69
Year 2		\$1,022.02		\$53,145.09	\$2,044.04	\$26.90
Year 3			\$1,029.72	\$53,545.49	\$2,059.44	\$27.10

Schedule 2

1/07/2012	Year 1	Year 2	Year 3	Annual	Fortnightly	Hourly
	4.50%	\$7.80	\$7.70			
	Weekly	Weekly	Weekly			
G1 Year 1	\$811.36			\$42,190.66	\$1,622.72	\$21.35
Year 2		\$819.16		\$42,596.26	\$1,638.32	\$21.56
Year 3			\$826.86	\$42,996.66	\$1,653.72	\$21.76
G2 Year 1	\$844.10			\$43,893.14	\$1,688.20	\$22.21
Year 2		\$851.90		\$44,298.74	\$1,703.80	\$22.42
Year 3			\$859.60	\$44,699.14	\$1,719.20	\$22.62
G3 Year 1	\$877.52			\$45,630.93	\$1,755.04	\$23.09
Year 2		\$885.32		\$46,036.53	\$1,770.64	\$23.30
Year 3			\$893.02	\$46,436.93	\$1,786.04	\$23.50
G4 Year 1	\$922.95			\$47,993.63	\$1,845.91	\$24.29
Year 2		\$930.75		\$48,399.23	\$1,861.51	\$24.49
Year 3			\$938.45	\$48,799.63	\$1,876.91	\$24.70
G5 Year 1	\$949.06			\$49,351.04	\$1,898.12	\$24.98
Year 2		\$956.86		\$49,756.64	\$1,913.72	\$25.18
Year 3			\$964.56	\$50,157.04	\$1,929.12	\$25.38
G6 Year 1	\$972.88			\$50,590.00	\$1,945.77	\$25.60
Year 2		\$980.68		\$50,995.60	\$1,961.37	\$25.81
Year 3			\$988.38	\$51,396.00	\$1,976.77	\$26.01
G7 Year 1	\$996.39			\$51,812.10	\$1,992.77	\$26.22
Year 2		\$1,004.19		\$52,217.70	\$2,008.37	\$26.43
Year 3			\$1,011.89	\$52,618.10	\$2,023.77	\$26.63
G8 Year 1	\$1,018.26			\$52,949.44	\$2,036.52	\$26.80
Year 2		\$1,026.06		\$53,355.04	\$2,052.12	\$27.00
Year 3			\$1,033.76	\$53,755.44	\$2,067.52	\$27.20
G9 Year 1	\$1,059.86			\$55,112.71	\$2,119.72	\$27.89
Year 2		\$1,067.66		\$55,518.31	\$2,135.32	\$28.10
Year 3			\$1,075.36	\$55,918.71	\$2,150.72	\$28.30