

THE ADELAIDE HILLS COUNCIL FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2013, NO. 7

File No. 06589/2013B

This Agreement shall come into force on and from 20 January 2014 and have a life extending until 30 June 2016.

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



DATED 20 JANUARY 2014.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER



ADELAIDE HILLS COUNCIL FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2013, No. 7

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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 2013, No. 7.

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 Amalgamated AWU (SA) State Union, 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 approval by the South Australian Industrial Relations Commission and remain in force until 30/6/2016. 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 2013, No. 7.
AWU	The Amalgamated AWU (SA) State 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>
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 and Corporate Plan.

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

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.

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 FAMILY FRIENDLY COMMITMENT

We recognise that achieving a balance between employment and family responsibilities is important for staff health and wellbeing and productivity at work. Our commitment to providing a family friendly organisation is recognised through:

1. Paid parental and adoption leave
2. Ability to access personal leave to deal with family sickness, personal, family and domestic matters
3. Flexible working arrangements "banked time" through:
 - a. Rostered days off
 - b. Accumulation of time off in lieu
 - c. Right to access time in lieu at short notice for family and personal matters
 - d. Access to one or more days annual leave at short notice
4. Special leave without pay

2.9 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 Enterprise Development Agreement should focus on meeting the current and emerging needs of all stakeholders.
2. 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.
3. 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.
4. The EDT is formed prior to the negotiation of an Agreement and shall consist of:
 1. Up to 4 employer representatives
 2. Up to 4 employee representatives, two nominated by the AWU members at the workplace and two other's elected by employees generally in the workplace.
 3. Council's Manager Organisational Development (or proxy) will facilitate the process. A Union Official may be called on an as needed basis.
5. 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 and interpretation of the agreement.
 - e. to review & monitor the operation of the agreement.
 - f. to provide feedback on policy development.

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.

3.2 EMPLOYEE ASSISTANCE PROGRAM

1. An Employee Assistance Program (EAP) is available for use by all employees. This service is provided to support employees in addressing personal and/or worked related issues that may adversely affect their wellbeing, health and work performance.
2. Employees are encouraged to access this service as an early intervention to resolve problems with help from professional 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, 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 Counselling 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 ongoing. It is an expectation that individual developmental needs will be discussed, planned and implemented through a formal process.

Outside of the formal process, other training, education and developmental needs will be discussed with the relevant 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, mandatory training programs will be conducted at times convenient for individuals, groups and the Council, depending upon the training requirement and program availability.
2. As a means of enabling greater flexibility in the provision of training opportunities, training programs may be conducted outside normal working hours. Sessions may be held on a Saturday between the hours of 9.00 am and 4.30 pm or on weekday evenings Monday to Friday outside normal working hours 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. Ordinary hours of work are 76 hours per fortnight within the span of 6.00am and 6.30pm Monday to Friday. Ordinary working hours shall be 7.00am to 4.00pm for 8 days and 1 day 7.00am to 3.30pm, as long as it is safe to do so, with a 30 minute meal break Monday to Friday, 9 days per fortnight. An RDO is taken generally on a Monday or Friday or as otherwise agreed and to meet team requirements.
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. For increased flexibility Team Leaders, with approval from their Supervisor, can continue their team working for up to 1 hour extra per day to complete a task ,the first 1/2 hour is to be banked on a time for time basis. All other overtime other than 1/2 hour will be paid at overtime rates or at the employees request banked at Overtime rates.
6. All overtime worked after the additional 1/2 hour per day on a weekday will be paid at the overtime rate outlined in Clause 6.3 of the Award unless the employee requests it to be banked time, at overtime rates.
7. Employees who work their scheduled fortnightly day off work will have the time banked, on a time for time basis.
8. All banked hours are not to exceed 76. These hours are to be taken at an agreed time between the employee and the supervisor.
9. 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.
10. Consent to take any accrued leave in single or multiple days will not be unreasonably withheld unless there are pressing operational needs.
11. On the request of the employee, banked time can be paid out at ordinary time rates.

4.2 STARTING ON THE JOB

1. All employees may be required to start and finish on the job.
2. Consideration will be given to where employees are required to start to minimise the distance travelled to and from work.
3. An employee required to start on the job anywhere outside of their normal depot shall be paid an allowance of \$3.60 per day.
4. If the distance between home and the worksite is greater than 5km's in distance from home to the normal depot, then the employee shall be paid the travelling allowance of \$15.00 per day if their personal vehicle is used. (travelling allowance will not be paid to employees using work vehicles)
5. 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.
6. Where an employee's normal depot changes on a permanent basis, and the distance between home and current depot is greater than 5 km's from home to the new depot, the employee will be entitled to receive the \$15 travelling allowance per day for a period of 6 months from the date they commence at the new depot.
7. The change process identified under Part 7 will be used to consult, plan and implement the change.
8. In the first instance, volunteers suitable to the position to be shifted shall be sought.

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 People Leader.
- 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 remuneration at the appropriate grade as per schedule 1 and allowances listed in 8.2, excluding drivers licence reimbursement. 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 of time spent acting as Team Leader..

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

1. 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.
2. 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.
3. 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. The agreement must include a nominated retirement date which must be within two years of the agreement date. The nominated retirement date cannot be deferred by more than three months (except in exceptional circumstances), and may be brought forward according to clause 5 below.
4. An employee participating in a phased retirement program may be eligible to work part-time and access accrued leave entitlements (excluding personal [sick] leave) to make up a full fortnight's (76 hours) pay and may access unpaid leave (provided that no other leave balances are available) under the following conditions:
 - a. A minimum of three (3) months written notice is provided to the Director.
 - b. The employee has completed at least three (3) years continuous service with Adelaide Hills Council
 - c. To ensure the employee has reserved a minimum of fifteen (15) days to have a holiday each year
 - d. The employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
 - e. The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued leave entitlement.
 - f. That the employee has received professional superannuation advice on how the change of employment arrangements affects their superannuation.
 - g. That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per clause 5.4 (10)).
5. 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.
6. Casual employees are excluded from this Clause.
7. 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 ANNUAL LEAVE

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

5.3 PERSONAL (INCL. SICK) LEAVE

1. Council acknowledges the relationship of work and family and the importance of providing flexibility to the employee, to increase productivity and reduce absenteeism.
2. Employees are entitled to be paid personal leave for:
 - a. any genuine purpose relating to his/her ill-health and its prevention (appointments with health care professionals intended for intervention not ongoing maintenance appointments)
 - b. any genuine purpose relating to ill-health of family or domestic caring responsibilities
 - c. any genuine urgent situations where planning in advance to take another form of leave was not foreseeable.
3. Employees may take the number of days required (subject to accrued entitlements held by the employee) to recover from illness or provide care and support to ill family members.
4. Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take the leave, therefore a medical certificate to prove illness is not required.
5. Council reserves the right to request an employee who is absent due to personal illness for 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:
 - a. 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
 - b. where an employee has been counseled about their behaviour and continues to engage in inappropriate behaviour
 - c. 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.
11. Personal leave entitlements shall accrue on a weekly basis.

5.4 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.

5.5 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.

5.6 STUDY LEAVE

1. Study, development and educational activities are promoted with the aim of meeting organisational needs such as enhancing productivity and effectiveness and meeting personal needs such as increasing knowledge and career development.
2. Where possible study and development will be in line with an employee's performance and development plan.
3. Study leave may be accessed according to the Council's Study Leave Procedure, 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.

5.7 PURCHASED LEAVE

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

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

5.8 SPECIAL LEAVE WITHOUT PAY

1. Council recognises the employees may require access to additional leave.
2. Employees may apply for special leave without pay.
3. The application and approval of special leave will be subject to the following conditions:
 - a) An application to the relevant Director stating the reason and period of leave sought.
 - b) Reasonable notice (three months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
 - c) All paid leave entitlements have been used or planned for use.
 - d) A minimum of 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. Special leave will not unreasonably be withheld. Reasons to justify the decision to reject the leave will be given.

5.9 BLOOD DONOR LEAVE

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

5.10 PAID PARENTAL/ADOPTION LEAVE

1. Leave under this Clause forms part of the total 52 weeks able to be taken for parental leave under the Award.
2. Where an employee (excluding casuals), being the parent of the child, can demonstrate they 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. Parental leave provisions will be paid on the employee's average hours worked for the 2 years immediately preceding the parental leave period. (eg 1 year full time and 1 year part time or 2 years full time or part time).
4. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
5. Paid leave can only be accessed by one parent whether within the Council or from another organisation except as per Clause 16.
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 payYears 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 employees can access Council's paid provision and any Federal Paid Parental Leave entitlement (if eligible).
The employee must provide written advice as to whether he/she wishes to receive 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 5.10, 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.

Paid Partner's Leave

16. An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that they or their partner is pregnant and specifying the expected date of delivery or who produces evidence they have adopted a child, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the arrival of the child through birth or adoption, or at the time the mother and child are discharged from the hospital provided that:
17. In the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
18. The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the partner leave;
19. Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such partner leave; and
20. Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

PART 6. ORGANISATION OF WORK

6.1 INTRODUCTION

1. The parties to this Agreement recognise that periodic reviews are important to ensure that 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.

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. Reviews will be undertaken in consultation with the affected employees, Workplace Representatives and the Union as needed. Clear goals and time frames will be established for the reviews. Where comparative assessments are used they will be undertaken with similar organisations and providers of like services..
4. Any recommendations for improvements to service delivery arising from the review will be subject to further consultation with employees and the Union and where such improvement involves change the provisions of Part 7 Organisational Change of the Agreement shall apply.

PART 7. ORGANISATIONAL 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:
 - a. circumstances imposed by another level of Government
 - b. a direction from Council
 - c. change to work practices
 - d. introduction of new technology and equipment that significantly change work roles, practices or responsibilities
 - e. change in workforce size and/or structure
 - f. resource sharing
 - g. amalgamation with other organisations
 - h. consideration of alternative service delivery
2. The intent of this clause is to address change that has the potential to significantly affect employees. Significant affect includes; but is not limited to
 - a. termination of employment;
 - b. significant changes in the composition, operation or size of the workforce or in the skills required;
 - c. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - d. the alternation of hours of work;
 - e. the need for retraining or transfer of employees to other work or locations and the restructuring of jobs;
3. 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.
4. The Council recognises that change is a process that may place challenges upon the staff and resources of the organisation. However, there are situations in which change is necessary and may be beneficial.
5. It should be noted that 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 change, the redundancy provisions of this Agreement will apply.

7.2 PRINCIPLES

- The parties agree to abide by the following principles when undergoing a process of change:
- a) The need to foster mutual trust and understanding and are committed to building relationships based on respect and empathy.
 - b) The need for employee involvement and commitment to decision making processes in order to achieve real and sustainable improvements in productivity.
 - c) Communication with all staff during the change process;
 - d) Provide support for staff who may be having difficulty with the process;
 - e) Opportunities for staff to provide feedback within a reasonable period of time throughout the process;
 - f) The principle of fairness and transparency will apply to all decisions ;
 - g) The Union shall be kept informed of any change affecting their members.
 - h) 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 CONSULTATION AND PLANNING

Employees will be consulted in the planning process 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 of the possible changes, the reason for it and implications arising from the change and be provided the opportunity to give feedback.
- c) The discussions must commence as early as practicable with a minimum timeframe for this consultation to occur within four (4) weeks, unless a shorter time frame is agreed.

7.4 DECISION AND IMPLEMENTATION

If after completing 7.3 (above) it is determined that a change is required, the following steps will be taken:

- a) The relevant Director and /or Manager will give genuine consideration to the feedback and any potential adverse effects on employees and where practicable will take steps to minimise these affects before finalising any changes. Any changes made to the proposal as a result of the feedback will be communicated to employees and the Union/s.
- b) The Chief Executive Officer is responsible for discussing possible changes with Council.
- c) If the proposed change results in redundant positions, the change will proceed in accordance with clause 7.7 of this Agreement.
- d) The relevant Director and /or Manager will be responsible for implementation of the change.

7.5 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 change result in positions being no longer required.
3. The parties agree that redeployment is the preferred option.

7.6 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.

7.7 REDUNDANT POSITIONS

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

Redundancies

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

Redeployment

3. Where an employee has sought redeployment, every effort will be made to place the employee into a position suitable to the employee's existing skills, experience and substantive 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 may be terminated in accordance with the Separation provisions starting at Clause 20.
13. Where an employee accepts redeployment to a lower classified position, the years of service in respect of annual leave and long service leave worked at the higher classification will be recognised at that rate and will be calculated at that rate in respect of years of service served in that particular position.

Redeployment to Lower Classification

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

position exceeds that of their frozen classification (EDA increases will apply to frozen classifications).

16. After two (2) years, an employee who has been redeployed and whose classification is still frozen will have their classification and 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.

Separation

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

Separation Package

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

The terms of the package are as follows:

26. payment in lieu or ten (10) weeks' notice (as per definition in clause 1.5);
27. a redundancy payment at a rate of three (3) weeks remuneration per years of continuous service in Local Government in South Australia. The calculation of this payment is on completed years and months of service based on the anniversary date. [the maximum payment in respect of Clause 27 and 28 shall be 104 weeks];
28. 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);
29. a maximum of \$3000 will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the period of 12 months) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
30. All of the above payments (excluding the entitlement set out at Clause 29) will be made upon the employee leaving the employment of Council.

PART 8. WAGE ADJUSTMENTS AND ALLOWANCES

8.1 WAGE ADJUSTMENTS

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

- a. Service payments to be included in the base rate are \$12 for Year 2 and \$13 for Year 3, with a 3% salary increase effective from the first full pay period on or after 1/7/13.
- b. A salary increase effective from the first full pay period on or after 1/7/14 of CPI + .25% (minimum of 3%). (Based on Adelaide CPI March Quarter)
- c. A salary increase effective from the first full pay period on or after 1/7/15 of CPI + .25% (minimum of 3%). (Based on Adelaide CPI March Quarter)

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 allowance of \$18.30 unless an adequate meal is provided by the employer
- b. first aid allowance (to nominated officers) of \$11.90 per week
- c. portable wood chipper allowance of 42 cents per hour or part thereof
- d. bitumen allowance of 75 cents per hour
- e. drivers licence reimbursement will be paid where the employee is required to drive a vehicle during the course of their normal duties, the cost of the drivers licence for one year, on presentation of the licence and on each subsequent anniversary of the 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.
 - c. Approval to this training will not be unreasonably withheld.
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 Organisational Development 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 Organisational Development 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 notice will be given to Organisational Development before it takes place. 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. A limited choice of fund will apply from six months after certification of the agreement.
2. Employees shall have the choice of 6 industry managed superannuation funds (including the default fund). (The superannuation funds will be nominated by employees within the first 6 months of the agreement).
3. Statewide Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions within a two week period from their commencement date.

The amount of the employer superannuation contribution will be:

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

“Salarylink Contributions” has the meaning given to that term under the Trust Deed of Statewide Super.

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

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 RECRUITMENT AND SELECTION

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

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

7. Preference will be given to a redeployee who may, either with or without training, be able to satisfactorily perform the duties of a vacant or new position, which would result in the position not being advertised.
8. All positions will be advertised internally and externally, subject to ELT discretion referred to in Clause 9.
9. At their discretion, the Executive Leadership Team may approve an internal only recruitment process.
10. The relevant Manager/Director and Organisational Development are responsible for deciding on the recruitment process to be used (ie advertise, external agency to recruit) within the Recruitment and Selection Policy/Procedure (as amended from time to time).
11. All internal employees who apply for the position and meet the selection criteria within the position description, will be granted an interview.
12. Where an internal and external applicant are considered suitable and equal on merit following the selection process, preference will be given to the internal candidate.
13. Internal candidates who are unsuccessful in gaining the position applied for will be provided with feedback regarding their application and interview.

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 AND DISPUTE RESOLUTION

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

Complaint Raised

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

Referral to Director

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

Referral to CEO

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



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 of2013

..... Name of witness
Signature of Witness

Signed on behalf of and for:
Amalgamated AWU (SA) State Union

.....
Name

on this day of2013

..... Name of witness
Signature of Witness

PART 12. SCHEDULES

12.1 SCHEDULE 1 – WAGE TABLE 1/7/13

<i>1/07/2013</i>	<i>Weekly</i>	<i>Annual</i>	<i>Fortnightly</i>	<i>Hourly</i>
	3.00%			
G1 Year 1	\$835.70	\$43,456.38	\$1,671.40	\$21.99
Year 2	\$848.06	\$44,099.10	\$1,696.12	\$22.32
Year 3	\$861.45	\$44,795.38	\$1,722.90	\$22.67
G2 Year 1	\$869.42	\$45,209.93	\$1,738.84	\$22.88
Year 2	\$881.78	\$45,852.65	\$1,763.56	\$23.20
Year 3	\$895.17	\$46,548.93	\$1,790.34	\$23.56
G3 Year 1	\$903.84	\$46,999.86	\$1,807.69	\$23.79
Year 2	\$916.20	\$47,642.58	\$1,832.41	\$24.11
Year 3	\$929.59	\$48,338.86	\$1,859.19	\$24.46
G4 Year 1	\$950.64	\$49,433.44	\$1,901.29	\$25.02
Year 2	\$963.00	\$50,076.16	\$1,926.01	\$25.34
Year 3	\$976.39	\$50,772.44	\$1,952.79	\$25.69
G5 Year 1	\$977.53	\$50,831.58	\$1,955.06	\$25.72
Year 2	\$989.89	\$51,474.30	\$1,979.78	\$26.05
Year 3	\$1,003.28	\$52,170.58	\$2,006.56	\$26.40
G6 Year 1	\$1,005.16	\$52,268.38	\$2,010.32	\$26.45
Year 2	\$1,017.52	\$52,911.10	\$2,035.04	\$26.78
Year 3	\$1,030.91	\$53,607.38	\$2,061.82	\$27.13
G7 Year 1	\$1,031.43	\$53,634.27	\$2,062.86	\$27.14
Year 2	\$1,043.79	\$54,276.99	\$2,087.58	\$27.47
Year 3	\$1,057.18	\$54,973.27	\$2,114.36	\$27.82
G8 Year 1	\$1,058.08	\$55,019.96	\$2,116.15	\$27.84
Year 2	\$1,070.44	\$55,662.68	\$2,140.87	\$28.17
Year 3	\$1,083.83	\$56,358.96	\$2,167.65	\$28.52
G9 Year 1	\$1,091.66	\$56,766.10	\$2,183.31	\$28.73
Year 2	\$1,104.02	\$57,408.82	\$2,208.03	\$29.05
Year 3	\$1,117.41	\$58,105.10	\$2,234.81	\$29.41

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12.2 SCHEDULE 2 – WAGE TABLE 1/7/14

<i>1/07/2014</i>	<i>Weekly</i>	<i>Annual</i>	<i>Fortnightly</i>	<i>Hourly</i>
	3.00%			
G1 Year 1	860.77	\$44,760.07	\$1,721.54	\$22.65
Year 2	873.50	\$45,422.08	\$1,747.00	\$22.99
Year 3	887.29	\$46,139.24	\$1,774.59	\$23.35
G2 Year 1	895.50	\$46,566.23	\$1,791.01	\$23.57
Year 2	908.24	\$47,228.23	\$1,816.47	\$23.90
Year 3	922.03	\$47,945.40	\$1,844.05	\$24.26
G3 Year 1	930.96	\$48,409.85	\$1,861.92	\$24.50
Year 2	943.69	\$49,071.85	\$1,887.38	\$24.83
Year 3	957.48	\$49,789.02	\$1,914.96	\$25.20
G4 Year 1	979.16	\$50,916.44	\$1,958.32	\$25.77
Year 2	991.89	\$51,578.45	\$1,983.79	\$26.10
Year 3	1005.68	\$52,295.61	\$2,011.37	\$26.47
G5 Year 1	1006.86	\$52,356.52	\$2,013.71	\$26.50
Year 2	1019.59	\$53,018.52	\$2,039.17	\$26.83
Year 3	1033.38	\$53,735.69	\$2,066.76	\$27.19
G6 Year 1	1035.32	\$53,836.43	\$2,070.63	\$27.25
Year 2	1048.05	\$54,498.43	\$2,096.09	\$27.58
Year 3	1061.84	\$55,215.60	\$2,123.68	\$27.94
G7 Year 1	1062.37	\$55,243.29	\$2,124.74	\$27.96
Year 2	1075.10	\$55,905.30	\$2,150.20	\$28.29
Year 3	1088.89	\$56,622.46	\$2,177.79	\$28.66
G8 Year 1	1089.82	\$56,670.56	\$2,179.64	\$28.68
Year 2	1102.55	\$57,332.56	\$2,205.10	\$29.01
Year 3	1116.34	\$58,049.73	\$2,232.68	\$29.38
G9 Year 1	1124.41	\$58,469.08	\$2,248.81	\$29.59
Year 2	1137.14	\$59,131.08	\$2,274.27	\$29.92
Year 3	1150.93	\$59,848.25	\$2,301.86	\$30.29

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12.3 SCHEDULE 3 – WAGE TABLE 1/7/15

<i>1/07/2015</i>	<i>Weekly</i>	<i>Annual</i>	<i>Fortnightly</i>	<i>Hourly</i>
	3.00%			
G1 Year 1	886.59	\$46,102.88	\$1,773.19	\$23.33
Year 2	899.71	\$46,784.74	\$1,799.41	\$23.68
Year 3	913.91	\$47,523.42	\$1,827.82	\$24.05
G2 Year 1	922.37	\$47,963.21	\$1,844.74	\$24.27
Year 2	935.48	\$48,645.08	\$1,870.96	\$24.62
Year 3	949.69	\$49,383.76	\$1,899.38	\$24.99
G3 Year 1	958.89	\$49,862.15	\$1,917.77	\$25.23
Year 2	972.00	\$50,544.01	\$1,944.00	\$25.58
Year 3	986.21	\$51,282.69	\$1,972.41	\$25.95
G4 Year 1	1008.54	\$52,443.94	\$2,017.07	\$26.54
Year 2	1021.65	\$53,125.80	\$2,043.30	\$26.89
Year 3	1035.86	\$53,864.48	\$2,071.71	\$27.26
G5 Year 1	1037.06	\$53,927.22	\$2,074.12	\$27.29
Year 2	1050.17	\$54,609.08	\$2,100.35	\$27.64
Year 3	1064.38	\$55,347.76	\$2,128.76	\$28.01
G6 Year 1	1066.38	\$55,451.52	\$2,132.75	\$28.06
Year 2	1079.49	\$56,133.38	\$2,158.98	\$28.41
Year 3	1093.69	\$56,872.07	\$2,187.39	\$28.78
G7 Year 1	1094.24	\$56,900.59	\$2,188.48	\$28.80
Year 2	1107.35	\$57,582.45	\$2,214.71	\$29.14
Year 3	1121.56	\$58,321.14	\$2,243.12	\$29.51
G8 Year 1	1122.51	\$58,370.68	\$2,245.03	\$29.54
Year 2	1135.63	\$59,052.54	\$2,271.25	\$29.88
Year 3	1149.83	\$59,791.22	\$2,299.66	\$30.26
G9 Year 1	1158.14	\$60,223.15	\$2,316.28	\$30.48
Year 2	1171.25	\$60,905.01	\$2,342.50	\$30.82
Year 3	1185.46	\$61,643.70	\$2,370.91	\$31.20