

THE ADELAIDE HILLS COUNCIL FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2016, NO. 8

File No. 07016/2016B

This Agreement shall come into force on and from 7 February 2017 and have a life extending until 30 June 2019.

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



DATED 7/2/2017.

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

COMMISSION MEMBER





**ADELAIDE HILLS COUNCIL
FIELD ENTERPRISE DEVELOPMENT AGREEMENT 2016, No. 8**

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PART 1. OPERATION OF AGREEMENT

1.1 TITLE

This Agreement will be known as The Adelaide Hills Council Field Enterprise Development Agreement 2016, No. 8 (Agreement).

1.2 APPLICATION

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

- a. The Adelaide Hills Council (Council);
- b. Employees of the Council employed pursuant to the Local Government Employees Award 1998 (Award);
- c. The Amalgamated AWU (SA) State Union, known as the Australian Workers Union (AWU).

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 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 30/6/2019. Negotiations for the new Agreement should commence eight (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	means The Adelaide Hills Council Field Enterprise Development Agreement 2016, No. 8.
AWU	means the Amalgamated AWU (SA) State Union.
Award	means the Local Government Employees Award, as amended from time to time.
Casual	means an employee who is engaged under an hourly contract of hire and paid a casual loading.

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Consultation	means the sharing of information and the exchange of views between the Council and its employees before a final decision is made by the Council which is likely to have significant consequences for employees. It includes a bona fide opportunity for employees to have their viewpoints heard and to influence the decision maker and requires the decision maker to give genuine consideration to, and take into account, the views of directly affected employees and their representatives (including the relevant Union). Consultation does not mean agreement will be reached.
Consultative Committee	means a group of employee and management representatives that discuss issues affecting the organisation.
Contestability	means testing the services of the Council against the market at set intervals to determine the efficiency and effectiveness of the service provided.
Council	means the Adelaide Hills Council.
Employee Assistance Program	means the provision of access to counselling on a confidential basis, with the objective of improving the well-being of employees.
Employee	means an employee who is remunerated by wages and whose duties, responsibilities and work description are contained within the terms of the LGEA.
Employer	means the Adelaide Hills Council.
Enterprise Development Team	means the consultative mechanism for negotiating, reviewing and monitoring Enterprise Agreements and addressing concerns and/or disputes arising from the operation of this Agreement.
Event	as used in Clause 3.5.7 of this Agreement, means a catastrophic fire danger day or a period of consecutive calendar days.
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	means an employee who performs work (less than 38 hours per week) on a regular weekly basis.

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Payment in lieu

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

Redundant

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

Wages

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

Self Organised Work Team

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

Significant Consequences

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

Union

means The Australian Workers Union.

Unsociable hours

means 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 to enable:

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

2.2 STRATEGIC LINKS

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

2.4 ACHIEVING A SUSTAINABLE ORGANISATION

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

2.5 CONTINUOUS IMPROVEMENT

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

Continuous improvement is a key to ensuring the 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.

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

- a. The Council and its employees by continually improving existing workplace methods, practices, quality and productivity.
- b. The community, through improved service delivery, increased value for money and a more efficient and effective Council.
- c. Employees, through improved 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 the Council's efficiency and productivity.

2.6 DEVELOPING OUR WORKPLACE CULTURE

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

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

2.7 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

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

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

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2.9 ENTERPRISE DEVELOPMENT TEAM (EDT)

The Council and its employees agree that the development of this Agreement needs to reflect the following principles and beliefs.

1. This Agreement will focus on meeting the current and emerging needs of all stakeholders.
2. The Field Enterprise Development Team's (Field EDT) role is to operate as the consultative structure for negotiating, reviewing and monitoring this Agreement and resolving concerns and/or disputes arising from the operation of this Agreement.
3. The Field EDT will continue its operation to oversee the development and implementation of this Agreement. The 'Field EDT' reflects an understanding that the purpose of this Agreement is to develop the organisation and its employees and that to do this effectively requires a collaborative and team approach.
4. The Field EDT is formed prior to the negotiation of an Agreement and shall consist of:
 - a. Up to four (4) employer representatives.
 - b. Up to four (4) employee representatives, two (2) nominated by the AWU members at the workplace and two (2) other's elected by employees generally in the workplace.
 - c. The Council's Executive Manager Organisational Development (or proxy) will facilitate the process.
 - d. A Union Official may be called on an as needed basis.
5. Having regard to the role for which it is established, the Field EDT will meet quarterly, or as otherwise agreed by the EDT. These meetings may be held jointly with the Office EDT as required. Having regard for the role for which it is established, the Field EDT will:
 - a. Make recommendations to the employer through consensus.
 - b. Have regard to reports and ideas generated by employee and employer representatives on a range of issues pertaining to the Field EDA (both current and future).
 - c. Provide a forum of information flow between the employer and employees.
 - d. Attempt to resolve disputes arising out of the operation and interpretation of this Agreement.
 - e. Review and monitor the operation of this Agreement.
 - f. 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 the Council's operations.
 - c. help facilitate the successful introduction of workplace change and improvement, where appropriate.
3. As change is considered, there will be consultation involving all those who may be affected by the change. There will be full, open, honest and timely disclosure of all information relevant to the proposed change.
4. When changes are likely to have an impact on their workplace, jobs and daily operations the Council is committed to ensuring that there are opportunities for the relevant employees and their representatives to be consulted at the earliest opportunities.
5. The Council and its 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 People Leader 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 counsellors.
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 Council acknowledges the importance of maintaining confidences when employees access this service.

3.3 CODE OF CONDUCT FOR EMPLOYEES

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

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

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3.4 PERSONAL INCOME PROTECTION (PIP) INSURANCE

1. In addition to the pay rises outlined under this Agreement, the 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 EMPLOYEE ARRANGEMENTS ON DAYS OF SEVERE, EXTREME OR CATASTROPHIC FIRE DANGER

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

The Council is committed to supporting employees to meet their family and community responsibilities as well as ensuring sufficient resources to maintain its 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, the Council will attempt to relocate employees to a suitable workplace where they can continue their normal duties. This may include the use of temporary office space or working from home (provided that the working from home arrangement comply with WHS requirements and are approved by the employees Manager)
3. Where the Council cannot provide a temporary workplace from which employees can perform their normal duties and working from home arrangements have not been approved, the Council may allocate employees to alternative duties or re-direct employees to undertake other duties in order for the Council to continue to provide services.

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4. Where the 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 employees 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, employees 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.

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

3.6 EMPLOYEE DEVELOPMENT

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

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

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

3.7 CLASSIFICATION REVIEW

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

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 9.00am and 4.30pm or on weekday evenings Monday to Friday outside normal working hours.
3. A minimum of one month's notice will be provided prior to any training programme being conducted during these times.
4. Where possible, flexible options (i.e. more than one opportunity to attend a programme) will be provided. No employee will be required to attend any more than an aggregate of 22 hours of this type of training in any one year.
5. Payment will be at ordinary time. Reasonable child care expenses, when required, will be met by the 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. Core 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, nine (9) days per fortnight. An RDO is taken generally on a Monday 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 4.1.7, 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.
6. All overtime (including call outs) 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. Consent to take any accrued leave in single or multiple days will be taken with agreement of their Supervisor taking into account operational needs and the needs of the employee. Employees and Supervisors are encouraged to regularly discuss the utilisation of time in lieu balances.
8. Employees who work their scheduled fortnightly day off work will have the time banked, on a time for time basis.
9. All banked hours are not to exceed 38. These hours are to be taken at an agreed time between the employee and the Supervisor. Banked time in lieu hours are taken on an hourly basis or part thereof. In special circumstances, by agreement, banked hours can exceed 38 hours.
10. Where an employee has accrued 38 hours, the Supervisor and employee will confirm dates to take time off work. Where this does not take place within a reasonable timeframe, the Supervisor may direct the employee to take the leave, providing a minimum of 30 days' notice.
11. No time will be permitted to be banked when the employee has over six (6) weeks leave (time will be calculated on accrued annual leave).
12. On the request of the employee, banked time can be paid out at ordinary time rates.

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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. So as not to disadvantage an employee, if they are directed by a People Leader to start on the job at a worksite that is greater than five (5) kilometres in distance from their home than to their normal depot, the employee will be paid a travelling allowance of \$18.00 per day if their personal vehicle is used. (This travelling allowance will not be paid to employees using work vehicles).
4. The 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.
5. Where an employee's normal depot changes on a permanent basis, and the distance between their home and current depot is greater than five (5) kilometres from their home to the new depot, the employee will be entitled to receive the \$18 travelling allowance per day for a period of 6 months from the date they commence at the new depot.
6. The change process identified under Part 7 will be used to consult, plan and implement the change.
7. In the first instance, volunteers suitable to the position to be shifted shall be sought.

4.3 STANDBY AND CALL OUTS

1. Employees agree that they will participate in a weekly standby roster that will operate from Thursday to Thursday. The roster will be developed in consultation with employees and will cater for emergencies that extend past ordinary working hours, e.g. flooding, bushfire, vehicle and adverse weather.
2. The following allowances will apply to employees on standby:
 - a. \$225 per week for being on call
 - b. \$25 for being on standby on a week night
 - c. \$37.50 for being on standby on a Friday night
 - d. \$50 per day for being on standby on a weekend and public holiday
 - e. All call outs on Easter Sunday, Christmas Day, New Year's Eve (from 4.00pm) and New Year's Day will be paid at triple time
 - f. A suitable Council vehicle will be provided. This includes reasonable private use. The change over of the vehicle will be done in core hours.
3. Call outs shall be paid for a minimum of three (3) hours, which includes travelling time at appropriate penalty rates defined in the Award.
4. A call out does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

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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 by agreement between the employee and their 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 People Leader 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 Clause 8.2, excluding drivers licence reimbursement. In accordance with the Council's commitment to provide secure employment for its employees and the general principles underlying this Agreement, the Council will ensure that where labour hire agency workers are required, they will receive a wage no less than that which an employee would receive.

4.7 MIXED FUNCTIONS / HIGHER DUTIES

When a Team Leader/Leading worker is absent on leave for a minimum of two (2) 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.

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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.

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

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

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

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

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

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

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

4.9 CLASSIFICATION CRITERIA

The classification criteria for the field employees' leadership group will be developed in consultation with the Field Enterprise Development Team within 12 months from the date of certification of this Agreement.

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4.10 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.

The Council will use the Appointment and Promotion Clause (10.4) in this Agreement to fill fixed term contracts defined below.

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

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

The Council will ensure that employees 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:

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

4.11 BREASTFEEDING ENTITLEMENTS

The Council recognises the decision by female employees to continue to breastfeed after their return to work. Accordingly, where possible, the Council will make suitable arrangements for lactating mothers. The Council will take steps towards meeting the requirements for accreditation by the Australian Breastfeeding Association to be a Breastfeeding Friendly Workplace.

4.12 TRANSITION TO RETIREMENT

1. The Council values the extensive skills, expertise and knowledge of its employees. Managers have a responsibility to be proactive in planning for the sharing and retention of knowledge of employees through effective workforce planning. Managers and employees will work together to facilitate the sharing and transferring of their knowledge within Council.
2. Employees who are approaching retirement and who would like to work on a part time basis may apply to transition to retirement. Applications may be made within three years of the desired retirement date.
3. By written agreement between a full-time or part-time employee and the relevant Manager and Director, an employee may transition to retirement.. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant Director.
4. The terms of the transition of retirement must be specified in a written agreement that is signed by the employee and the Director. The agreement must include a nominated retirement date which must be within three (3) years of the agreement date. The nominated retirement date cannot be deferred by more than three (3) months (except in exceptional circumstances), and may be brought forward according to Clause 4.10.5 below.
5. 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 the 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 the Council during the hours for which they are being paid from their accrued leave entitlement.
 - f. That the employee has received professional superannuation advice on how the change of employment arrangements affects their superannuation.
 - g. That the employee is aware that when opting for part time hours, LSL accruals will be accrued on that basis (full time hours will be preserved as per Clause 5.4.10).
6. An employee who is transitioning to retirement may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may be agreed at the discretion of the employee's Manager.
7. Casual employees are excluded from this Clause.
8. It is expected that management of transitioning employees will be undertaken respectfully and with dignity for the transitioning employee. Employees participating in these arrangements may, by agreement, be appointed to another position at the same level as the substantive position, that utilises the employee's skills and abilities, while enabling another employee to be appointed to the role in a full time capacity. The employee transitioning may also be used to mentor the new employee to enable critical knowledge and skills to be transferred.
9. In considering an application from an employee to transition to retirement, the relevant Manager in consultation with the Director will consider ongoing resource implications and service delivery requirements.

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

In these instances, the issues will be discussed with the employee before a final decision is made. If decided, the employee will be advised that a medical certificate or other form of evidence will be required for 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.

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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 the 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 (2) years of the 10 year entitlement becoming due.
3. An employee may apply to defer the taking of all or part of the 10 year entitlement, provided that it is taken in full within four years of the 10 year entitlement becoming due.
4. Every subsequent five (5) years, all long service leave must be taken within the following 12 months of the five (5) 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 (7) years of continuous service.
6. The minimum period for taking LSL is generally 2 (2) weeks. By agreement with their Manager, an employee may request 1 (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. (e.g. an employee could access six (6) weeks long service leave at double pay therefore shortening the actual period of leave taken to three (3) weeks).
9. The application and approval of long service leave will be subject to the following conditions:
 1. written application to the relevant People Leader.
 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 People Leader.
 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.

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5.5 PUBLIC HOLIDAYS

- 1 An employee and People Leader 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 People Leader 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 Assistance Procedure, as amended from time to time.
4. Although the Study Assistance Procedure may change within the life of this Agreement, the basic entitlements (access to study time and fee payments) will be preserved so as not to disadvantage employees.

5.7 PURCHASED LEAVE

1. Purchased leave is where employees are able to take additional periods of unpaid leave, funded by reduced salary payments. This allows employees to continue to receive pay during the periods of purchased leave.
2. An employee may apply to purchase from one to a maximum of (4) 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 or their Manager 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 the Council are accounted for and an appropriate recovery or payment is made.
7. An application for purchased leave must be made in writing to the People Leader by 30 April in the year prior to the financial year in which the leave is being sought. Approval will not be granted to applications made after this date.

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

5.8 SPECIAL LEAVE WITHOUT PAY

1. Council recognises that employees may require access to additional leave.
2. Employees may apply for special leave without pay.
3. The application and approval of special leave will be subject to the following conditions:
 - a. An application to the relevant Director stating the reason and period of leave sought.
 - b. Reasonable notice (three (3) months where possible) is required for planned special leave. For unplanned leave a shorter period as appropriate to the situation.
 - c. All paid leave entitlements have been used or planned for use.
 - d. A minimum of 12 months service or exceptional circumstances.
 - e. The leave may be taken at the end of any other category of paid or unpaid leave.
 - f. Employees may access up to four (4) weeks special leave.
 - g. No superannuation contribution will be made by 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 (2) two hours paid leave on any one occasion for the purpose of donating blood. A maximum of (2) 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.

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5.10 DOMESTIC ABUSE SUPPORT

1. The Council recognises that employees may experience situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Council will offer employees experiencing domestic abuse a broad range of support.
2. An employee experiencing domestic abuse may access the types of leave described in Clauses 5.2, 5.3 and 5.4.
3. The Council will consider applications for special leave with or without pay.
4. The Council will consider reasonable requests to implement or change flexible work arrangements, and/or change an employee's work location, telephone number and/or email address.
5. Upon request, an employee will be required to provide relevant evidence to support requests made in accordance with Clause 5.9. This may take the form of a document issued by the police service, a court, a medical practitioner, a domestic violence support service, a lawyer, or a counselling professional.

5.11 PAID PARENTAL/ADOPTION LEAVE

1. Leave under this clause forms part of the total 52 weeks able to be taken for parental leave under the Award.
2. Where an employee (excluding casuals), being the parent of the child, can demonstrate they will be the primary care giver to the new born child, they shall be granted paid parental leave subject to satisfying the eligibility requirements detailed in Clause 5.11.5.
3. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
4. Paid leave can only be accessed by one parent whether within the Council or from another organisation except as per Clause 15.
5. To be eligible for paid parental leave, an employee must have been employed by the Council for a continuous period of not less than one (1) year prior to the expected date of birth. Parental leave will be paid in normal fortnightly payments from the commencement of the parental leave period. The entitlement will be as follows:

a. After 1 years service	12 weeks full pay	24 weeks half pay
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 Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.
6. Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
7. Absence from work during paid parental leave shall count as service for sick leave, annual leave and long service leave purposes.
8. Where the pregnancy of an employee terminates earlier than 28 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease. If termination occurs after 28 weeks, a maximum entitlement of up to four (4) weeks paid leave may be accessed.
9. The parties acknowledge that employees can access Council's paid provision and any Federal Paid Parental Leave entitlement (if eligible).
The employee must provide written advice as to whether he/she wishes to receive the Council and Federal Government entitlements simultaneously (both at the same time) or consecutively (one after the other).
10. Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract.
11. This Clause will be read in conjunction with Clause 7.4 of the Award.

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Paid Adoption Leave

12. An employee, excluding casuals, who submits evidence to the satisfaction of the 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.
13. Part time employees will be entitled to the same provisions as full time employees on a pro-rata basis according to their contracted hours.
14. In extenuating circumstances (e.g. overseas adoption) management will consider application of this section in full or part to employees who have a shared care-giver responsibility.

Paid Partner's Leave

15. An employee, who provides the Council with a certificate from a legally qualified medical practitioner stating that they or their partner is pregnant and specifying the expected date of delivery or who provides evidence they have adopted a child, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the arrival of the child through birth or adoption, or at the time the mother and child are discharged from the hospital provided that:
16. In the first instance, the employee will have a total of one (1) year's continuous service at the time of taking the leave. Years of service with other SA Local Government bodies will be recognised in determining this entitlement;
17. The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the partner leave;
18. 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
19. 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. The 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 the 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 this Agreement shall apply.

PART 7. ORGANISATIONAL CHANGE

7.1 GENERAL PRINCIPLES

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

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

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

7.2 DEFINITIONS

For the purposes of sub-clause 7.1:

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

7.3 INFORMATION AND CONSULTATION

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

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

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

7.4 DECISION AND IMPLEMENTATION

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

- a. The Council will notify the relevant employees of the decision, the justification for that decision and the steps that will be taken, where practicable, to minimise any potential adverse impacts on the employees.
- b. The Chief Executive Officer is responsible for discussing the organisational change with Council.
- c. If the organisational change results in redundant positions, the organisational change will proceed in accordance with Clause 7.7 of this Agreement.
- d. The relevant Director and / or Manager will manage the Information and Consultation, and Decision and Implementation stages of the organisational change process.

PART 8. REDUNDANT POSITIONS

8.1 GENERAL PRINCIPLES

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

8.2 RESPONSIBILITY

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

8.3 REDUNDANT POSITIONS

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

Redundancies

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

Redeployment

3. Where an employee has sought redeployment, every effort will be made to place the employee into a position suitable to the employee's existing skills, experience and substantive 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.

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9. Where a suitable alternative position is not available (refer to Clause 8.3.8), the Council will undertake an assessment of potential positions and may seek voluntary separation package applications from other employees in order to assist with redeployment. Applications will be restricted to those employees of equal classification and/or remuneration and one level above and below the redundant position. In the first instance, applications will be called from within the department. If required, applications may be called from across the organisation. (refer to Clause 24)
10. Offers of redeployment will be in writing, quoting the classification, 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 the 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.

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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 (7) years of service has been attained or not. (calculated on completed years of service as per the LSL Act);
29. a maximum of \$3000 will be made available for a period of 12 months from the date of termination (or until permanent part time or full time employment is secured within the period of 12 months) for the purposes of outplacement assistance. The amount is available on a reimbursement basis on production of GST tax invoices.
30. All of the above payments (excluding the entitlement set out at Clause 29) will be made upon the employee leaving the employment of the Council.

PART 9. WAGE ADJUSTMENTS AND ALLOWANCES

9.1 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 2.5% salary increase effective from the first full pay period on or after 1/7/16.
- b. A further 2.5% salary increase effective from the first full pay period on or after 1/7/17. ~~or~~
- c. A further 2.5% salary increase effective from the first full pay period on or after 1/7/18 or an increase equivalent to the Consumer Price Index for All Groups Adelaide for the 12 month period ending 30 June 2018 plus 0.25% as issued by the Australian Bureau of Statistics, whichever is greater.

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

9.2 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 annually in the first pay period each July 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 10. OTHER CONDITIONS

10.1 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 for:
 - a. Discussion with employees on matters pertaining to the work they perform or work related issues,
 - b. Discussion with duly accredited Union Officers on matters referred to above and regarding the performance of union duties.
2. 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 five (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 (2) employees are on this leave at any one time, unless otherwise agreed.
 - c. Approval to this training will not be unreasonably withheld.
4. The Council will provide new employees with the opportunity to participate in an induction program as soon as practicable after the commencement of their employment. The program will include information (i.e. contact details) on the Workplace Representative(s).
5. To enable them to represent other employees effectively, 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.
6. Union produced newsletters or like publications must not be circulated by Workplace Representatives using the Council's equipment and facilities unless prior permission has been sought through Organisational Development.
7. Workplace Representatives will have the following responsibilities:
 - a. they will inform their People Leader before leaving their work area to attend to representative tasks;
 - b. if a general meeting of employees is required in work time and/or on the Council's property, prior agreement must be sought through Organisational Development or the relevant Director before it takes place, giving reasons for the meeting.
 - c. if seeking a formal meeting with a Union Officer on site, prior notice must be given to Organisational Development before it takes place. Care must be taken to ensure that representative matters of a routine nature are dealt with at times that are least inconvenient to the responsibilities of their Council position.

10.2 SUPERANNUATION CONTRIBUTIONS

1. A limited choice of fund will apply from six months after certification of this Agreement.
2. Employees shall have the choice of six (6) industry managed superannuation funds (including the default fund). (The superannuation funds will be nominated by employees within the first six (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.

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10.3 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.

10.4 RECRUITMENT AND SELECTION

1. The 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, the Council will consider internal career progression opportunities.
4. Wherever possible, the Council will support the development of employees to prepare for future job opportunities.
5. Where a position is to be vacant for up to 13 weeks, employees may have the opportunity to act in a higher duties role subject to them being suitable, skilled, competent and experienced to meet the position requirements. The appointment of a person to fill the higher duties role is at the discretion of 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 the Executive Leadership Team's (ELT) discretion referred to in Clause 9.
9. At their discretion, the ELT may approve an internal only recruitment process.
10. The relevant Manager/Director and Organisational Development are responsible for deciding on the recruitment process to be used (i.e. advertise, external agency to recruit) within the Recruitment and Selection Policy/Procedure (as amended from time to time).

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

10.5 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 11. GRIEVANCE AND DISPUTE RESOLUTION

1. The parties acknowledge that effective communication plays a vital role in the prevention of grievances and industrial disputes. It is the aim of both parties to ensure that grievances and disputes are resolved as quickly as possible in order to preserve positive working relationships.
2. It is important to maintain customer service. Therefore, the status quo existing immediately prior to the grievance or dispute arising (work procedures and practices), and work, will continue without stoppage, the imposition of bans, limitation or restrictions, except in the case of a grievance or dispute that involves a genuine work health and safety.
3. The process outlined in this Clause is intended to be used for addressing grievances and disputes arising out of the interpretation and application of this Agreement.
4. Our aim is to resolve grievances, disputes and differences of opinion, informally, in the workplace by discussion before the process is escalated to involve a third party and/or formal proceedings. Organisational Development may assist in facilitating that discussion.
5. Where advice is required, Workplace Representatives, Organisational Development personnel or Union Officials may be contacted. Matters must be dealt with objectively to ensure that employees are treated fairly and equitably. The aim is always to explore ways to resolve the matter.
6. Any employee should, in the first instance, approach their People Leader. They may also speak to Organisational Development for advice or assistance in dealing with the grievance or dispute.
7. If the grievance or dispute is about an organisational change at work, the "status quo", which is the position in place immediately before the implementation of the change, will be maintained. .
8. Nothing in this process shall prevent an employee or the Union from raising a matter directly with Organisational Development personnel or management.
9. If the grievance or dispute involves sexual harassment, bullying or fair treatment, such a dispute will be dealt with in accordance with 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:
 - a. Treated fairly;
 - b. Encouraged to speak freely about the matters that are the subject of the grievance or dispute;
 - c. Afforded fair and reasonable opportunity to present their views;
 - d. Provided with all relevant information to allow them to meaningfully participate in the process; and
 - e. Given the opportunity to involve a support person.
13. People Leaders may work with the next level up Manager as needed to resolve the issue.
14. Every attempt will be made by the parties to resolve the grievance or dispute within 15 working days from the date the grievance or dispute was officially raised (as per Clause 11.10 above).
15. Employees will be notified of the resolution and/or action to be taken in response to the grievance or dispute.

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Referral to Director

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

Referral to CEO

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

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PART 12. UNDERTAKINGS

12.1 NO FURTHER CLAIMS

1. The signatories undertake that during the life of this Agreement there shall be no further claims inconsistent with provisions of the agreement pursued and no further 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.

12.2 SIGNATORIES

Signed on behalf of and for:
Adelaide Hills Council



.....
Chief Executive Officer

on this twelfth day of December 2016

[Signature]
.....
Signature of Witness

Name of witness Megan Sutherland

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


.....
Name - PETER LAMPS

on this SIXTEENTH day of DECEMBER 2016

[Signature]
.....
Signature of Witness

Name of witness Gary Henderson

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PART 13. SCHEDULES

13.1 SCHEDULE 1 – WAGE TABLE 1/7/16

1/07/2016	Weekly	Annual	Fortnightly	Hourly
	2.50%			
G1 Year 1	910.08	\$47,324.27	\$1,820.16	\$23.95
Year 2	923.54	\$48,024.19	\$1,847.08	\$24.30
Year 3	938.12	\$48,782.45	\$1,876.25	\$24.69
G2 Year 1	946.81	\$49,233.89	\$1,893.61	\$24.92
Year 2	960.27	\$49,933.82	\$1,920.53	\$25.27
Year 3	974.85	\$50,692.07	\$1,949.69	\$25.65
G3 Year 1	984.29	\$51,183.13	\$1,968.58	\$25.90
Year 2	997.75	\$51,883.06	\$1,995.50	\$26.26
Year 3	1012.33	\$52,641.31	\$2,024.67	\$26.64
G4 Year 1	1035.26	\$53,833.32	\$2,070.51	\$27.24
Year 2	1048.72	\$54,533.25	\$2,097.43	\$27.60
Year 3	1063.30	\$55,291.50	\$2,126.60	\$27.98
G5 Year 1	1064.54	\$55,355.90	\$2,129.07	\$28.01
Year 2	1078.00	\$56,055.82	\$2,155.99	\$28.37
Year 3	1092.58	\$56,814.08	\$2,185.16	\$28.75
G6 Year 1	1094.63	\$56,920.58	\$2,189.25	\$28.81
Year 2	1108.09	\$57,620.51	\$2,216.17	\$29.16
Year 3	1122.67	\$58,378.76	\$2,245.34	\$29.54
G7 Year 1	1123.23	\$58,408.04	\$2,246.46	\$29.56
Year 2	1136.69	\$59,107.97	\$2,273.38	\$29.91
Year 3	1151.27	\$59,866.22	\$2,302.55	\$30.30
G8 Year 1	1152.25	\$59,917.08	\$2,304.50	\$30.32
Year 2	1165.71	\$60,617.00	\$2,331.42	\$30.68
Year 3	1180.29	\$61,375.26	\$2,360.59	\$31.06
G9 Year 1	1188.82	\$61,818.63	\$2,377.64	\$31.28
Year 2	1202.28	\$62,518.55	\$2,404.56	\$31.64
Year 3	1216.86	\$63,276.81	\$2,433.72	\$32.02

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13.2 SCHEDULE 2 – WAGE TABLE 1/7/17

1/07/2017	Weekly	Annual	Fortnightly	Hourly
	2.50%			
G1 Year 1	932.83	\$48,507.37	\$1,865.67	\$24.55
Year 2	946.63	\$49,224.80	\$1,893.26	\$24.91
Year 3	961.58	\$50,002.01	\$1,923.15	\$25.30
G2 Year 1	970.48	\$50,464.74	\$1,940.95	\$25.54
Year 2	984.27	\$51,182.16	\$1,968.54	\$25.90
Year 3	999.22	\$51,959.37	\$1,998.44	\$26.30
G3 Year 1	1008.90	\$52,462.71	\$2,017.80	\$26.55
Year 2	1022.69	\$53,180.13	\$2,045.39	\$26.91
Year 3	1037.64	\$53,957.34	\$2,075.28	\$27.31
G4 Year 1	1061.14	\$55,179.15	\$2,122.28	\$27.92
Year 2	1074.93	\$55,896.58	\$2,149.87	\$28.29
Year 3	1089.88	\$56,673.79	\$2,179.76	\$28.68
G5 Year 1	1091.15	\$56,739.79	\$2,182.30	\$28.71
Year 2	1104.95	\$57,457.22	\$2,209.89	\$29.08
Year 3	1119.89	\$58,234.43	\$2,239.79	\$29.47
G6 Year 1	1121.99	\$58,343.60	\$2,243.98	\$29.53
Year 2	1135.79	\$59,061.02	\$2,271.58	\$29.89
Year 3	1150.74	\$59,838.23	\$2,301.47	\$30.28
G7 Year 1	1151.31	\$59,868.25	\$2,302.62	\$30.30
Year 2	1165.11	\$60,585.67	\$2,330.22	\$30.66
Year 3	1180.06	\$61,362.88	\$2,360.11	\$31.05
G8 Year 1	1181.06	\$61,415.00	\$2,362.12	\$31.08
Year 2	1194.85	\$62,132.43	\$2,389.71	\$31.44
Year 3	1209.80	\$62,909.64	\$2,419.60	\$31.84
G9 Year 1	1218.54	\$63,364.09	\$2,437.08	\$32.07
Year 2	1232.34	\$64,081.52	\$2,464.67	\$32.43
Year 3	1247.28	\$64,858.73	\$2,494.57	\$32.82

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13.3 SCHEDULE 3 – WAGE TABLE 1/7/18

1/07/2018	Weekly	Annual	Fortnightly	Hourly
	2.50%			
G1 Year 1	956.15	\$49,720.06	\$1,912.31	\$25.16
Year 2	970.30	\$50,455.42	\$1,940.59	\$25.53
Year 3	985.62	\$51,252.06	\$1,971.23	\$25.94
G2 Year 1	994.74	\$51,726.36	\$1,989.48	\$26.18
Year 2	1008.88	\$52,461.72	\$2,017.76	\$26.55
Year 3	1024.20	\$53,258.35	\$2,048.40	\$26.95
G3 Year 1	1034.12	\$53,774.28	\$2,068.24	\$27.21
Year 2	1048.26	\$54,509.64	\$2,096.52	\$27.59
Year 3	1063.58	\$55,306.28	\$2,127.16	\$27.99
G4 Year 1	1087.67	\$56,558.63	\$2,175.33	\$28.62
Year 2	1101.81	\$57,293.99	\$2,203.62	\$28.99
Year 3	1117.13	\$58,090.63	\$2,234.26	\$29.40
G5 Year 1	1118.43	\$58,158.29	\$2,236.86	\$29.43
Year 2	1132.57	\$58,893.65	\$2,265.14	\$29.80
Year 3	1147.89	\$59,690.29	\$2,295.78	\$30.21
G6 Year 1	1150.04	\$59,802.19	\$2,300.08	\$30.26
Year 2	1164.18	\$60,537.55	\$2,328.37	\$30.64
Year 3	1179.50	\$61,334.19	\$2,359.01	\$31.04
G7 Year 1	1180.10	\$61,364.95	\$2,360.19	\$31.06
Year 2	1194.24	\$62,100.31	\$2,388.47	\$31.43
Year 3	1209.56	\$62,896.95	\$2,419.11	\$31.83
G8 Year 1	1210.58	\$62,950.38	\$2,421.17	\$31.86
Year 2	1224.73	\$63,685.74	\$2,449.45	\$32.23
Year 3	1240.05	\$64,482.38	\$2,480.09	\$32.63
G9 Year 1	1249.00	\$64,948.19	\$2,498.01	\$32.87
Year 2	1263.15	\$65,683.55	\$2,526.29	\$33.24
Year 3	1278.47	\$66,480.19	\$2,556.93	\$33.64

