



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

ALEXANDRINA COUNCIL AND LOCAL GOVERNMENT EMPLOYEES AWARD ENTERPRISE AGREEMENT 2018

File No. 39 of 2018

This Agreement shall come into force on and from 1 January 2018 and have a life extending for a period of 3 years therefrom.

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

DATED 6 FEBRUARY 2018.



COMMISSIONER



Alexandrina Council
and Local Government Employees Award Enterprise
Agreement
2018

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Part 1 – ABOUT THE AGREEMENT

1.1 TITLE

This Agreement shall be known as The Alexandrina Council and Local Government Employees Award Enterprise Agreement 2018.

1.2 DEFINITIONS

For the purposes of this Agreement:

- **'Award'** means the Local Government Employees Award
- **'Employer'** means The Alexandrina Council
- **'Union'** means the Amalgamated AWU (SA) State Union
- **'Employee'** means an employee of the Council who performs work covered by this Agreement and the Award
- **'Agreement'** means The Alexandrina Council and Local Government Employees Award Enterprise Agreement 2018.
- **'Consultation'** means the process which will have regard to employee's interests in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

1.3 APPLICATION

This Agreement shall be binding upon The Alexandrina Council (the employer); the Amalgamated Australian Workers Union (SA) State Union (the Union) and all employees of Council employed pursuant to the Local Government Employees Award.

1.4 PERIOD OF OPERATION

This Agreement shall operate from the 1st January 2018 and remain in force until 31st December 2020. This Agreement will be reviewed and negotiated during the final 6 months of its operation.

1.5 RELATIONSHIP TO CURRENT AWARD

This Agreement terminates and replaces all previous Certified Agreements and will be read in conjunction with the Local Government Employees Award, 1998 operative at the date of approval of this agreement and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

During the term of this Agreement the Council undertakes to bargain collectively with the employees in respect of existing and new employees whose terms and conditions are covered by the Award.

1.6 INTENT AND OBJECTIVES

This Agreement between the above named parties recognises productivity and efficiency improvements that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.

The parties to the Agreement will continue to strive to be a best practice organisation, characterised by a positive work culture, enhanced work responsibilities and more flexible management. To be a best practice organisation there is a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.

The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.

The objectives of this Agreement include the following but are not limited to:

- Improve the quality of cost-effective services provided to the community in response to their needs.
- Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- Develop a high degree of team work, trust and shared commitments to the achievement of real and sustainable improvements in productivity and efficiency.
- Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
- Provide employees with a quality work environment with improved job satisfaction.

- Promote open and honest communications in all aspects of Council operations.
- Provide improved remuneration and working conditions for all employees.
- Ensuring continued commitment to Equal Employment Opportunity principles.
- Ensuring adherence to the Award, this Agreement and all Statutory provisions.

Our major focus will be to demonstrate to our community that the Council provides value for money and that we are achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies.

Where it is considered that a service review is required, a clear, inclusive review process will be followed. Any recommended changes to the service and/or its mode of delivery that may have a significant impact on employees will be consulted in accordance with the “Consultation” and “Significant Impact” definitions within this Agreement.

The Single Bargaining Unit shall serve as the appropriate consultative forum to deal with the introduction of change.

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

1.7 ABSORPTION OF ALLOWANCES

The following allowances provided for under Schedule 4 of the Local Government (SA) Employees Award are to be included in the new rates of pay negotiated through this Agreement:

- Burning Off Grass
- Cleaning Public Lavatories
- Handling Money on Behalf of Employer
- Removal of Dead Animals
- Confined Spaces
- Portable Wood Chipping Machine
- Fertiliser Spreading
- Height Allowance
- Wet Work
- Boot Allowance
- Driving and Towing Allowance
- Bicycle Allowance
- Toxic Allowance

1.8 NO EXTRA CLAIMS

The Amalgamated AWU (SA) State Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by the Australian Fair Pay Commission (or its successor) for economic adjustment purposes from being accessed by those covered by this Agreement. A decision of the Australian Fair Pay Commission (or its successor) must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

1.9 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used for any party in any Tribunal or Industrial Commission.

Part 2 – CONSULTATION, COMMUNICATION & CULTURE

2.1 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle negotiating structure for this Enterprise Bargaining Agreement is the Single Bargaining Unit.

The Single Bargaining Unit shall consist of:

- Employer representatives employed and/or nominated by the Council.
- Employee representatives elected by employees covered by the Local Government Employees Award.
- The State Secretary of the Australian Workers Union, SA Branch (or nominee), who shall be a permanent member of the Committee.

The role of the Single Bargaining Unit shall be:

- To reach decisions by consensus. All decisions will operate as recommendations.
- To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- To provide a forum for information flow between the employer and employees.

2.2 ENTERPRISE BARGAINING TRAINING

Training of the Single Bargaining Unit members is considered essential to ensure optimal outcomes. To this end, the Council agrees to institute appropriate training (where required) for committee members, in the employer's time. Further, such training is to be discussed and approved by the agreement between the employer and the Union. Where training occurs after hours, the employee will be compensated on a single time hourly basis.

All such training will only be done through mutual consent between the parties.

2.3 JOINT EMPLOYEE CONSULTATIVE COMMITTEE

Council recognises that communicating our strategies and goals are critical to a high performing organisation. A clear strategy points employees in the right direction. Council is committed to involving employees in the development and consultation of processes and strategies that support a high performing organisation. During the life of this agreement an employee consultative committee will be developed that is representative of all work areas. This group will participate in development and implementation of processes, programs, policy and procedure that relate to increasing and sustaining supportive employee practices.

These will include but not be limited to:

Employee Wellbeing, Equity and Diversity, Employee Recognition, Training and Development, Career Pathway Planning, and Employee Relations.

The group will meet as required depending on development of new processes.

2.4 DISPUTE SETTLEMENT PROCEDURE

The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party. At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly, and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except where justified on the grounds of work health and safety), and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

- Stage 1 The employee and/or the Job Representative will contact the Supervisor and attempt to settle the matter at that level, or where appropriate the Supervisor shall contact the employee and/or the Job Representative.

- Stage 2 If the dispute is not settled at Stage 1, the employee and the Job Representative will meet with the Supervisor and his/her Manager.

- Stage 3 If the dispute is not settled at Stage 2, the employee, Job Representative and Union Organiser will meet with the Supervisor, Manager and CEO.

- Stage 4 If the dispute is not settled at Stage 3, either party may refer the matter to the South Australian Employment Tribunal for conciliation and/or arbitration.

Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within five working days.

2.5 EMPLOYEE RELATIONS

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

The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

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

2.6 DEVELOPING OUR CULTURE

The Council recognises that our most valuable asset lies within its human resources. The human resources have a significant influence on the level and quality of service, the economics within which the services is provided and the viability of the organisation now and into the future.

In recognition of their value and contribution to the Council, the following workplace relations principles shall be afforded to all employees.

- Employment and promotion shall be based on the proper assessment of merit.
- Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions.
- There shall be no unlawful discrimination against employees or persons seeking employment.
- Employees shall be afforded equal opportunities to secure promotion and advancement in their employment.
- Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development.
- Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation.
- Employees shall be remunerated at rates commensurate with their responsibilities.

In return the following workplace relations principles shall be observed by all employees:

- Employees shall comply with all statutes and legislation impacting on their employment in addition to Council's policies and procedures.
- Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities.
- Employees shall in their dealings with members of the Council and community, clients, fellow employees, exercise proper courtesy, consideration and sensitivity.

Council is committed to its mission of "Be Involved" and the following values will form the basis of our culture.

- Communicating our strategies and goals
- Living an inspiring vision
- Recognising our people
- Continually improving our systems
- Developing our people
- Listening and adapting to our customers needs
- Caring for our people

2.7 TRAINING

The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively utilise the training provided to them and that training will be provided on the basis of appropriateness and identified needs.

Council has a commitment to the on-going training of its employees and development of a multi-skilled workforce.

The parties of this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.

2.8 PERFORMANCE MANAGEMENT

The procedures for investigating and dealing with alleged under performance will be in accordance with Council policy and will be applied in an even handed, fair and transparent way and in line with natural justice principles and the standards set out in the Fair Work Act. The process will give employees every opportunity to respond to allegation against them, and to understand and meet the required standards of job performance and personal behaviour.

Council has a performance improvement process to aid employees who are not meeting the performance requirements of their role.

At all stages of the performance improvement process the employee will be entitled to be represented by a Union delegate, official or other representative.

2.9 EMPLOYMENT SECURITY

Council needs to meet changing customer and operational needs through the flexible deployment of its human resources. Council is committed to ensuring security of employment and as such supports the principle of “no forced redundancies” and there shall be no forced redundancies of permanent employees during the life of this Agreement.

2.9.1. The goal of redeployment is not to place the employee in any job, but rather to place them in an appropriate job which is consistent with the employees’ skills and abilities. Where organisational change results in positions being no longer required, occupants of the position(s) will be dealt with in one of the following ways:

- 2.9.1.1. Make an offer of a permanent position at the same classification level, or if no such position is available;
- 2.9.1.2. Make an offer of a permanent position at a lower classification level with income maintenance to be maintained.

2.9.1.3. Option one must be accepted within six (6) months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority be provided with training to assist the redeployment into the new position, and have assistance in the form of career counselling and financial advice where appropriate.

2.9.2. Council will provide the necessary training or re-training to enable a redeployed employee to take up an appropriate permanent position in the organisation. The training program shall be agreed between the employee and the relevant manager prior to acceptance of the job offer.

2.9.3. In the event of their being no position available or the permanent employee does not accept the offer of a new position at the end of six months then a minimum voluntary separation package will be negotiated on the following basis:

2.9.3.1. Four weeks notice or payment in lieu of such period of notice. In the event that the employee is over 45 years then one additional week's notice will be provided.

2.9.3.2. A redundancy payment at the rate of three weeks wage per year of completed continual service with Alexandrina Council.

2.9.3.3. Pro rata Long Service Leave will be payable after five years service.

2.9.3.4. The payments described herein will be made subject to the employee meeting the terms and conditions set out in 2.9.4 below.

2.9.4. The terms and condition of the Voluntary Separation Package will include:

2.9.4.1. The employee resigning from all positions in which he/she is employed by Council.

2.9.4.2. The employee having notified the Chief Executive of each and every injury or disability which they could reasonably be aware of, and believes were, or could have been sustained by them during the period of employment with the Council.

2.9.4.3. The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.

2.9.4.4. The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.

2.9.4.5. The employee understands that he/she will not be eligible for re-employment with Council for a period of at least three years from the date of resignation.

2.10 EQUITY, DIVERSITY AND INCLUSION

The employer and employees are committed to Equity, Diversity and Inclusion principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*.

2.11 ANTI-DISCRIMINATION

It is the intention of the parties to this Agreement to achieve the principal object in Section 3(m) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under clause 2.4 (Dispute Settlement Procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- An employee, the employer or the Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

Part 3 – EMPLOYEE WELLBEING

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

Councils' Employee Health and Wellbeing program underpins our vision to achieve a culture that enhances wellbeing and safety through a commitment to zero harm and enhanced wellbeing.

The agreed objectives for the program are:

- To encourage our people to engage with Council Vision and Values.
- To acknowledge that wellbeing can relate to the physical, mental, emotional and financial wellbeing of our people.
- To develop the capability of our leaders to enhance staff wellbeing
- To improve our current safety systems in order to reflect a wellbeing culture

3.1 WORK HEALTH AND SAFETY

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

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant workplace health & safety legislation and Council policies, procedures and practices will be implemented. This includes legislation related to Workplace Bullying and Harassment.

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

3.2 INCLEMENT WEATHER

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

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

If the Works Supervisor and the work team at the applicable site are of the opinion that the weather conditions that exist at the time are impracticable and that continuing to work at the assigned task and in the assigned location would be:

- detrimental to employee health, safety and welfare
- or dangerous to the public.
- or impractical.

The Works Supervisor shall, after discussion with the work team and after ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other alternative duties.

Employees may be relocated to other functions or tasks taking into account the Council area and varied climatic conditions. However, the relocated work must be considered by the Works Supervisor to be safe, productive and within capabilities of the affected employees.

Employees will be involved in consultation in relation to weather effects on work performance.

When inclement weather interferes with a work team's operations and alternative work and or training is not available, the work team and Works Supervisor can by mutual agreement decide that work will cease for the remainder of the day.

If the temperature reaches 38 degrees, work will cease and employees will access the 50/50 toil as below.

Time lost due to employees ceasing work due to inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accrued time bank and 50% of the time is paid by Council. For example where the employee normally works an 8.5 hour day and is stood down due to inclement weather conditions after 4 hours, then 2.25 hours will be paid by the Council to the employee and 2.25 hours will be deducted from the employee's accrued time bank.

A time bank will be established by the following method. Employees will accrue the equivalent of two standard days by working two RDO's (17 hrs) prior to the end of September each financial year. Council will match the employee's time bank to enable a 50/50 payment in cases of inclement weather as outlined above.

Within any financial year the maximum number of hours that any employee can be required to utilise under the terms of the this Clause shall be 34 hours (i.e. no employee shall be required to offset their accrued time bank by any more than 17 hours p.a.) Should the stand-down hours be greater than 34 hours in a financial year, the Council will pay 100% of wages for the hours greater than 34. If at the end of the financial year any accrued time remains, in the employees time bank, such hours will be repaid to the employee in the final pay period of the financial year

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

Employees operating suitably air conditioned plant or able to continue work by working in air conditioned work spaces will remain at work.

ESSENTIAL SERVICES

The parties agree that CWMS will be considered an essential service for the purposes of Council operations and as such, all employees within the CWMS work group will be required to take part in an availability roster.

The parties agree that on occasions Council will have the right to request selected employees to remain or recall selected employees to deal with the maintaining of essential services and responding to emergencies during times of inclement weather.

Employees, who cease work due to inclement weather and are then recalled within the ordinary span of hours prescribed shall be paid standard pay rates until they exceed the standard day hours of work.

3.3 EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Council will provide employees with access to professional, independent and confidential counselling services as nominated by the Council at no cost to the employee. The self-referral service will be available 24 hours per day, 365 days per year. This program may be extended to the employees family members, at the discretion of management.

Employees are entitled to 3 free visits in relation to any one matter, whilst further visits may be negotiated with the Human Resources Department to meet special needs.

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

3.4 CORPORATE HEALTH PROGRAM

Council will develop a comprehensive program relating to Employee Health and Wellbeing during the life of this program. Employees will have an opportunity to voluntarily participate in Employee Wellbeing initiatives (or other replacement programs) as provided for in partnership with the LGA Worker's Compensation Scheme. The Employee Wellbeing Program may consist of, but will not be limited to, the following:

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

- Seminars and information sessions to assist with work life balance.

3.5 EMPLOYEE IMMUNISATION PROGRAM

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

- Influenza;
- Hepatitis A & B.
- Tetanus

3.6 INCOME PROTECTION

Council shall pay for each employee covered by this agreement to be covered by the Local Government Income Protection Fund.

Where an employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.

Employees, when on Income Protection, shall be considered to be on leave without pay.

The following provisions will apply during the period of Income Protection

- Leave entitlements (annual leave, sick leave) will not accrue.
- For any period exceeding 12 months, Superannuation will not be paid (in accordance with the Superannuation Guarantee (Administration) Act 1992)
- Continuity of service will apply
- Long Service Leave will accrue in accordance with the Long Service Leave Act 1987.

The above provisions will only apply to claims lodged after 1 January 2018.

3.7 JOURNEY ACCIDENT INSURANCE

Council shall provide all employees covered by this Agreement with Journey Accident Insurance to cover them for any bodily injury sustained during any travel undertaken whilst driving or riding as a passenger in a registered motor vehicle, bicycle or wheelchair on a public thoroughfare: or riding as a fare paying passenger in any form of public transport. This cover will be in place 24 hours a day, 7days a week.

Part 4 – WORK LIFE BALANCE

4.1 JOB SHARING

Employees seeking to work less than a full-time basis may seek agreement to share one position on the following terms:

- There is no interruption to work processes and standards
- Employees sharing a position will have identical skill sets
- There is genuine agreement between employees to the sharing of one job

The continuation of the job share arrangement will be reviewed after an initial trial period of six months.

Subject to the above review, the job share arrangement will continue for an extended period up until either party is unable to work or fails to satisfy the job share agreement requirements, in which case Council reserves the right to revert the position to full time.

Where concerns arise regarding the operational effectiveness of the job share arrangement, the Works Supervisor, in conjunction with the Manager Engineering Services, or the General Manager Engineering and Environment, will conduct a meeting to determine whether the arrangement should be terminated, or other arrangements can be put in place to resolve the issues.

4.2 PHASED RETIREMENT

Phased retirement will enable employees who are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

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

Prior to entering into a Transition to Retirement Agreement the employee is encouraged to receive professional financial planning advice. Council will contribute to the cost of financial planning up to a maximum of \$500 for one occasion only.

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

An employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued annual and long service leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:

- The employee has completed at least five (5) years continuous employment with Council.
- The employee retains a balance of fifteen (15) days of annual or long service leave per annum.
- The employee is medically fit to perform full time work.
- The employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued personal leave entitlement.

Due to a health condition or general tiring as a consequence of having performed physical work on a long term basis, an employee's supervisor may agree that the employee participating in a phased retirement program may not be able to perform at the same physical work level as other employees within the team.

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

Contract and casual employees are excluded from this Clause.

4.3 PURCHASED LEAVE

Employees may apply to purchase additional annual leave in terms approved by the Chief Executive. Granting any application is at the sole discretion of the Chief Executive.

Each year employees can apply for a period of up to 2 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

Applications are to be completed prior to the end of May each year for leave to be taken in the following financial year.

4.4 FLEXIBLE LEAVE OPTIONS

Council will seek to incorporate flexibility within its Leave Guidelines, in line with relevant legislative requirements into standard paid leave options. In addition, Council recognises the need for employees to have access to unpaid leave types while still retaining job security. Employees may at times require access to unpaid leave options for cultural, study or work life balance options. It is also acknowledged that flexibility in leave options allows opportunities for employees to backfill absent roles that will benefit their career progression. Councils Leave Guidelines will provide opportunity for employees to access these types of leave via mutual agreement to support work life balance.

Examples of Special Leave without Pay

Description	Max periods which may be granted to a staff member
Carer's leave	Up to 1 years
Cultural Leave	Up to 5 days per calendar year
Professional Development Leave	Up to 1 years leave
Special leave without pay	Up to 3 months
Summons to attend Court	As required

4.5 WORKING FOUR OUT OF FIVE YEARS

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

An employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Director.

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

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

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

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

Where an employee elects to resign during the 5th year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement will be reimbursed to the employee in full less any deduction in respect of taxation in accordance with the law.

4.6 BREASTFEEDING

Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work. "Breastfeeding" includes expressing milk.

To support breastfeeding mothers, Council provides a range of flexible work options, and Council will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access hygienic support and storage facilities.

Part 5 – MANAGING ORGANISATIONAL CHANGE

5.1 BEST PRACTICE

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

- The parties are committed to implementing change to improve work processes.
- The parties acknowledge the efficiency and safety benefits that can be gained through the use of various technological advancements and are committed to embrace the use of technology such as Global Positioning Systems (GPS), tablet style computers and other IT equipment in carrying out their work.
- Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the SBU.
- The parties acknowledge that there is a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.
- Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.
- The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.
- The parties recognise that ancillary driving duties (which may be required as part of the employees position) should be considered to be a normal duty attached to any of the grading's under the new structure. Provided however, that the parties recognise that some positions within Council will not include a driving requirement.
- The parties recognise that in accordance with the Award, Clause 2.2, Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

5.2 ORGANISATION STRUCTURE

Both parties agree that the organisational structure developed for the future must ensure optimum productivity is achieved. Optimum means the best achievable outcomes recognising all circumstances.

- It is further recognised that teamwork is the key to introducing productivity improvements in the future. This will result in employees working in both functional and cross-functional teams from time to time. Functional teams are teams formed from within the same functional area whereas cross functional teams involve employees from different functional areas formed to address a specific or particular issues.
- Both parties are committed to the concept of self-directing work teams as a means of increasing employee job satisfaction, productivity, safety, and employment security. It is recognised that the introduction of this concept will have a significant impact on the role of jobs and will aim at increased autonomy for employees in the way they undertake their work. It will also result in a need for an increased level of flexibility of staff to perform a range of duties at a higher, and at times, a lower level. The concept aims to empower work teams to make operational decisions which affect their day-to-day work in providing improved service to the local community without the necessity to refer to a higher level of authority.
- During the course of this Agreement the parties agree to hold discussions in order to review the application of the existing classification structure. Upon agreement an alternative structure may be substituted during the term of this Agreement.

5.3 CHANGE MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. For the purposes of the Agreement, change includes but is not limited to any of the following:

1. Change to work practices
2. Introduction of new technology and equipment
3. Change in the workforce size and/or structure
4. Resource sharing
5. Consideration of alternative service delivery

As soon as change is considered, there will be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change. The Single Bargaining Unit shall serve as the appropriate consultative forum to deal with the introduction of change.

Council recognises that it is important that employees take part in making decisions which involve work methods and related practices (ie contracting out of works). This is to make sure that they are able to contribute their particular knowledge and understanding to improve Council services and workplace operations. In turn, this will give a sense of commitment through the ability to influence matters that affect the way they work and value the knowledge and experience they

bring to work plans. Council has a commitment to ensuring that appropriate mechanisms are put in place to ensure this happens. Quarterly meetings of the Single Bargaining Unit will be held during the life of this agreement.

Part 6 – HOURS OF WORK & RELATED MATTERS

6.1 FLEXIBLE WORKING HOURS

The span of hours of work will be Monday to Friday inclusive (other than for Award specified holidays) between the hours of 6.00am and 6.00pm (except for exemptions under Clause 6.1.2 of the South Australian Local Government Employees Award).

The normal hours of work may by mutual agreement be changed to meet the operational needs regarding special projects, seasonal work, peak work periods, completion of daily work.

The following flexible arrangements by mutual agreement will apply:

- No more than 10.50 hours per day (ie extra 2 hours per day).
- 24 hours notice to work additional hours, except where completing work on a given day.
- Time off in lieu (TOIL) on an equal time for time basis will accrue for additional work performed under these provisions. Alternatively, employees may elect to be paid for such time worked on an equal time for time basis.
- The TOIL shall be taken in the following manner:
 - ❖ at a time by mutual agreement providing that not more than 38 hours can be accrued at any one time
 - ❖ if the accrual reaches 38 hours, the employee shall then take the leave at that time (commencing the next week),
 - ❖ upon the request of the employee however, the taking of the full block of 38 hours may be deferred to a future specified date, subject to the mutual agreement of both parties
 - ❖ Provided that such deferment shall only occur with one block of 38 hours in a twelve month period.
- The employer shall make suitable arrangements to advise employees of their TOIL credits on a fortnightly basis.
- A calendar shall be maintained at the depot for employees to record their preferred dates to take TOIL.
- The principle of a 9 day fortnight will be maintained.
- Employees will not unreasonably withhold any agreement to work flexible hours in accordance with these provisions.
- Should an RDO fall on a Public Holiday, the RDO will be taken on the next available work day or as agreed with the Works Supervisor.

Where an employee works in excess of 10.50 hours per day, overtime rates shall be paid or equivalent time TOIL accrued (for such time worked in excess of the flexible hours limits) at the rate of time and one half for the first hour and double time thereafter.

6.2 REGULAR PART TIME EMPLOYEES

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

Where a part-time employee agrees such employee may work up to 38 hours per week within the normal span of hours without attracting overtime. All work performed in excess of 38 hours per week to be paid at the appropriate overtime rate and work performed out of the normal span of hours to attract a penalty.

The employee shall be given a minimum of 24 hours notice of the requirement to work additional hours and shall be engaged for no less than one additional hour or in situations where the employee is required to work on an additional day the term of engagement shall be no less than 3 hours.

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

Upon engagement, the employer and employee shall record in writing the working days and hours which are to constitute the employees normal rostered hours arrangement.

6.3 STARTING ON THE JOB

- All employees may be required to start and finish on the job by mutual agreement.
- Employees will not be disadvantaged by the inability to use a personal vehicle.
- Consideration will be given to where employees are required to start to minimise the distance travelled to and from work.
- So as not to disadvantage an employee, if they are directed by a Works Supervisor to start on the job at a worksite or depot 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 \$25 per day if their personal vehicle is used. (This travelling allowance will not be paid to employees using work vehicles.)
- Employees travel time to the work location is not included in the normal hours of work where they are required to undertake duties deemed to be part of their normal working duties. Exclusions to this would be the requirement to travel to a location for emergency services duties.
- The Council will ensure that if personal vehicles are used to travel to sites they will be stored/parked in an agreed secure environment.
- Where an employees normal depot changes on a permanent basis, and the distance between their home and the new depot is greater than five (5) kilometres than the distance from their home to the current depot, the employee will be entitled to receive the \$25 travelling allowance per day worked for a period of 6 months from the date they commence at the new depot.
- The change management process under clause 5.3 will be used to consult, plan and implement the change.
- In the first instance, volunteers suitable to the position to be shifted shall be sought.

6.4 AFTER HOURS CALLOUT PROVISIONS

6.4.1 Availability Allowance

This clause applies to any employee who is rostered to be available for recall to work outside of their normal working hours.

Employee inclusion on the after-hours callout roster is voluntary in the first instance (for non essential services), but employees may be directed to be included on the roster if operational requirements are not being met, and employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this Clause.

For the purpose of this Clause Availability Allowance will refer to a situation where an employee is rostered to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

Availability is taken to mean the ability to commence the journey to the site of a callout within a suitable timeframe of receipt of advice of the need to respond to an after-hours callout. The rostered employee would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

An employee instructed to carry out availability duty in accordance with a written direction by Council to hold themselves on immediate standby, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on immediate standby.

Where the employee is being paid availability allowance in accordance with the above clause, a minimum of 2 hours work at the appropriate overtime rate will be paid or equivalent TOIL for each time he/she is recalled.

If any other staff are called out and are not being paid an availability allowance, they will be paid as per the LGEA call out clause.

6.4.2 Remote Response

Responding to after hour's telephone enquiries which do not require attendance on-site will not qualify employees on standby to receive the minimum payment of 2 hours.

The employee rostered for availability when responding to the following events not requiring attendance on-site to a callout:

- work related phone calls or messages

- remotely monitor and/or address work related issues by remote telephone and/or computer access,

will be paid the appropriate penalty loading for the time actually taken in dealing with each particular matter not requiring attendance on site to a callout.

The employee rostered for availability remotely responding will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

6.5 MEAL ALLOWANCE

An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by their employer the amount of \$18 to meet the cost of a meal, or at the option of the employer, be provided with an adequate and suitable meal. The meal allowance will be increased in accordance with the percentage increases outlined in the Wage Schedule.

6.6 LOCAL AREA WORKPLACE AGREEMENTS

The parties recognise that “Local Area Workplace Agreements” may be developed during the life of this agreement. Local Area Workplace Agreements will not be inferior to the agreement.

Part 7 – LEAVE PROVISIONS

7.1 PAID PERSONAL NEED LEAVE

An Employee is entitled to 10 days per year of service paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health and its prevention, domestic caring responsibilities, the serious illness or death of someone close to the Employee or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.

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

Subject to sub-clause 7.1.1, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the Employee at any given time) and subject to clause 7.1.1 automatically authorised by Council.

Council reserves the right to request an employee who is absent due to personal illness or injury for 3 consecutive days or more, to provide a medical certificate indicating the date on which the employee is fit to resume duty.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her manager of the reasons and need to take Personal Need Leave prior to the commencement of his/her start time. If this is not possible the Employee must make every reasonable endeavour to notify their manager as soon as practicable in the given circumstances.

7.1.1 *Where documentation may be required*

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

- Where the Employee on more than two (2) occasions fails to notify Council without a valid reason, of their need to take leave in accordance with Clause 7.2 above; or
- Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour
- For any valid and good reason that the Council may have. (eg patterns of absences from work, regular and or same days off)

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

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

Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

7.2 PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 12 weeks, provided that:

- In the first instance, she shall have a total of two (2) years continuous service at the time of taking the leave.
- The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave.
- Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease.

7.3 PAID PATERNITY LEAVE

12 weeks paid paternity leave may be available to employees who are the partner of a pregnant woman in circumstances where the mother will not be the primary caregiver for the child. Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- (a) The person applying for paternity leave will be the primary caregiver for the child.
- (b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- (c) The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- (d) Any public or other statutory holiday which may fall within the period of 12 weeks paid paternity leave shall be counted as a day of such paternity leave.
- (e) Absence from work during paid paternity leave shall count as service for sick leave, annual leave and long service leave purposes.

- (f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- (g) Paid paternity leave must commence within 12 weeks of the date of delivery.
- (h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 7.4 in respect to that particular pregnancy.

7.4 PAID PARTNERS LEAVE

An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- (a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
- (b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- (c) 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 parental leave; and
- (d) Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.5 PAID ADOPTION LEAVE

An employee who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of twelve (12) weeks, commencing from the date of placement of the child with the employee, provided that:

- (a) In the first instance the employee will have a total of two (2) years continuous service at the time of taking the leave.
- (b) Any public or statutory holiday which may fall within the period of twelve (12) weeks paid adoption leave shall be counted as a day of such parental leave.
- (c) In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared care-giver responsibility.
- (d) Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.6 EMERGENCY SERVICES LEAVE

Council is committed to supporting staff who are voluntary members of the emergency services organisations within the district.

An employee who is a member of the Country Fire Service, the State Emergency Service or SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency.

An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.

In addition, at the discretion of the Chief Executive, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave.

During periods of such leave benefits such as Long Service Leave will accrue as normal.

7.7 JURY SERVICE LEAVE

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

- The employee notifies Council as soon as possible of the date/s involved in the jury service.
- The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance.
- The employee claims from the relevant Court the full amount payable in respect of jury service (excluding amounts reimbursed for travelling) and repays such amounts in full to Council.
- The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

7.8 BLOOD DONOR LEAVE

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

Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours.

Proof of such attendance shall be required to be produced, upon request by the Council

7.9 CORPORATE VOLUNTEERING

Employees will be able to participate in volunteering for community not for profit events as a special paid leave type, up to two days per year. Council will develop a register of community activities, not directly run by council, to enable staff to share skills and engage in supporting the needs of community groups. Employees must provide advance notice of the intention to participate and the details of the volunteering role. Volunteering events must take place in not for profit events or organisations.

7.10 MILITARY LEAVE

A staff member who is a volunteer member of the Australian Defence Force Reserve (including Army, Naval or Air Force) and as such is required to attend one (1) or more compulsory camps of continuous training in a year and occasionally a non-compulsory camp or course, may be granted special leave.

Entitlement

- Up to fourteen (14) calendar days on full pay in aggregate in any financial year for compulsory camps of continuous training.
- Up to a further fourteen (14) calendar days in any financial year for additional training, these can be in half or single days or a continuous period. The University will fully fund the additional 14 days pay without applying any 'make-up' pay calculations. An application for reimbursement of the Employer Support Payment for this additional 14 calendar days can be applied for by the Cost Centre Manager from the Australian Defence Force.
- Military leave additional to that outlined above which is required by a staff member must be taken without pay or the staff member may utilise annual leave or may apply for long service leave (if eligible) for the period of training.
- Leave granted under this clause shall be recorded as "military leave".
- Leave granted under this clause will count as service for all purposes.

Employer Support Payments

- Managers are encouraged to pursue Employer Support Payment entitlements from the Department of Defence whenever a reservist / employee is on Defence Reserves service.
- The Council can only claim an Employer Support Payment if the staff member is released on Military leave or leave without pay. If an employee is made to use their own leave entitlements, the Council is not entitled to claim an Employer Support Payment for that period of leave.

- Further information about the Employer Support Payment provisions is available on the Australian Defence Force Reserves web site (<http://www.defence.gov.au/reserves>).

Full-time Service

- Reservists who are called out for full-time service (eg as part of a peacekeeping or humanitarian aid operation) are to be granted special leave without pay.
- The effect on entitlements shall be in accordance with the clause on special leave without pay.

7.11 STUDY LEAVE

As per Councils relevant policy and procedures, Employees shall be entitled to request study leave to attend courses, classes or training programs which are of mutual benefit to the employee and the employer. General Managers will have the discretion to grant or deny requests for study leave. The amount of study leave to be granted will be considered based on the requirements of the course, class or program as well as the staffing requirements and level of responsibility relevant to their position.

7.12 LONG SERVICE LEAVE

Long service leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)*, including the “cashing out” provisions.

Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

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 higher amount applicable at the time of the reduction in their hours of work.

7.13 FAMILY VIOLENCE LEAVE

7.13.1 General Principle

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

7.13.2 Definition of Family Violence

(a) The employer accepts the definition of Family Violence as stipulated in the *Intervention Orders (Prevention of Abuse) Act 2009 (SA)*. And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

7.13.3 General Measures

(a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

(b) All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

(c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.

(e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.

(f) Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.

(g) The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

7.13.4 Leave

(a) An employee experiencing family violence will have access to 15 days per year (pro rata for less than full time employees), of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

7.13.5 Individual Support

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will consider any reasonable request from an employee experiencing family violence that will support them while they are dealing with family violence. These may include but are not limited to,

(i) changes to their span of hours (or pattern or hours and/or shift patterns; (ii) job redesign or changes to duties;

- (iii) relocation to suitable employment within the workplace;
- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

7.14 COMPASSIONATE LEAVE

An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary day's work:

- To spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life; and/or
- Upon the death of an immediate family or household member.

Proof of such illness/injury or death shall be provided by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.

This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

Additional Compassionate Leave

Where extra leave is required in addition to the above entitlement, employees can utilise their personal need leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.

Additional Compassionate Leave shall not accumulate from year to year as such, however personal need leave entitlements from which the Additional Compassionate Leave would have been available shall continue to accumulate as personal need leave pursuant to this Agreement.

Part 8 –CLASSIFICATION AND REMUNERATION

8.1 CLASSIFICATION STRUCTURE CRITERIA

Council commits during the life of this Agreement to review classification criteria of all levels to ensure that it is reflective of modern work practices and provides clear pathways for progression. Council will work collaboratively with AWU to ensure that this work is undertaken.

Council commits to review of structure, the criteria and the classification, in relation to leading hand, team leader roles within work groups by June 2018. Following this review, Council will review position information documents and classification of all roles.

During the life of this Agreement, Council commits to update and review job roles and Position Descriptions in consultation with employees, so as to ensure they accurately reflect work being undertaken. and review the classification of such positions.

Classification structure criteria will be as per the Award for Grade 1 to Grade 8 employees. The following classification structure criteria will apply to Grades above Grade 8.

Municipal Employee Grade 10

- highly skilled leading worker
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 11

- relief supervisor
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 12

- highly skilled relief supervisor
- respond to customer requests
- manage work teams
- undertake risk assessments of tasks
- assist in the development of WHS procedures
- lower classified tasks as required

Municipal Employee Grade 15

- highly skilled in specialist trade
- lower classified tasks as required

8.2 REVIEW OF CLASSIFICATION

An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the classification criteria (refer Clause 8.1), and the Council's Reclassification Procedure, as amended from time to time.

Any request for a review of classification should be made in writing to the employees Manager.

The request will be reviewed by a Review Panel consisting of a Human Resources representative, the relevant General Manager and the applicants Supervisor/Manager.

The request for review of classification shall be examined and determined by the employer within one month of receipt of such application by the authorised officer.

Date of reclassification shall take effect from the date of application. Where an employee's role is reclassified, they will be placed on the same incremental step they were on prior to the reclassification.

The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

If unsatisfied with the decision, the officer may choose to access the dispute settling procedures in clause 2.4 of this Agreement.

Part 9 – WAGE ADJUSTMENTS

9.1 ANNUAL WAGE INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows:

- An increase of 2.1% effective from the first full pay period commencing on or after 1 December 2017.
- An increase of 2.2% effective from the first full pay period commencing on or after 1 December 2018.
- An increase of 2.3% effective from the first full pay period commencing on or after 1 December 2019.

Part 10 – OTHER ARRANGEMENTS

10.1 TRAINEES

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

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

10.2 ANNUAL LEAVE LOADING

Annual leave loading has been annualised into the wage rates provided for under this Agreement.

10.3 ELECTRONIC FUNDS TRANSFER

Wages will be paid directly onto employee accounts by means of electronic funds transfer.

10.4 FIXED TERM CONTRACTS AND CASUALS

Fixed Term Contracts

The Agreement provides for Fixed Term Contracts of Employment for up to 3 years for new employees. No more than 20% of employees to be on contracts.

Employees on fixed term contracts will be informed re ongoing employment option 6 months prior to the expiry of the contract for contracts greater than 12 months.

At the expiration of the contract and ongoing employment is offered it will be as a permanent member of staff.

Casuals

The parties recognise that the practice of employing full time employees from casuals who have had at least 12 calendar months with the employer, provided the employer provide adequate opportunity for assessment, no probationary period will apply for such employees when appointed to a full time position.

10.5 PERSONAL NEED LEAVE TREATMENT ON TERMINATION

For the life of this Agreement, accrued Sick Leave will be paid on resignation, redundancy, retirement, permanent disability or death at the rates set out hereunder, provided that the employee has completed five years or more employment with the employer.

Provided however that in cases where an employee has been reasonably and justifiably dismissed by Council, the payments prescribed under this clause shall not apply

Sick Leave Accrued (Hours)	Pay-out Entitlement
200 – 575	10%
576 – 750	15%
751 – 950	20%
951 – 1150	30%
1151 – 1525	40%
1526 – upwards	50%

10.6 SUPERANNUATION

The Council must pay superannuation contributions in respect of each Employee into the Employee nominated superannuation fund.

10.6.1 For the purpose of this clause:

"Statewide Super" means the superannuation scheme established on 1 July 2012, when Statewide merged with the South Australian super fund, Local Super.

10.6.2 "Superannuation contributions" means:

- Contribution which the Employer is required to pay under the terms of the rules governing the Statewide Super Scheme;
- Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth);
- Percentage contribution as per the Award on Employee's ordinary time earnings; and
- Any additional contributions which the Employer agrees to pay in respect of an Employee.

10.6.3 Employees will be entitled to choose the fund into which their Employer superannuation contributions will be made. If an Employee does not nominate an alternative fund, the Employer superannuation contributions will be made to Statewide Super as the default fund.

The amount of the Employer contribution will be:

For each Employee who is making "Salary Link" contributions to Statewide Super:

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

"Salary Link" contributions have the meaning given to that term under the Trust Deed.

For each other Employee:

- Contributions which the Employer must pay to a superannuation fund in order to avoid from becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

10.7 SALARY SACRIFICE

Subject to the following conditions, an employee may apply to Council to salary sacrifice part of their salary.

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 seeking to enter into this arrangement.

The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by Council shall not be unreasonably withheld.

The arrangements made may only apply to future salary arrangements and cannot be retrospective.

The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers, and an employee can elect to vary the amount of salary sacrifice paid to their nominated superannuation fund as required.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to their nominated superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.


The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Schedule 1.

Employees may use salary sacrifice to:

- Make additional contributions to their nominated superannuation fund. The application shall be in writing and shall detail the percentage of salary to be salary sacrificed up to a maximum of 80%, together with a statement that the "cash" component is adequate for their ongoing living expenses.
- Lease a motor vehicle through Council's agreement with a leasing provider or Council's choice

Part 11 - Signatures


Signed for and on behalf of Alexandrina Council


.....
Chief Executive Date: 31 / 12 / 17


.....
Witness Date: 31 / 12 / 2017

**Signed for and on behalf of the
Single Bargaining Unit
Representing the Amalgamated AWU (SA) State Union**

 - PETER LAMPS BRANCH SECRETARY
.....
Branch Secretary Date: 15 / 12 / 17


.....
Witness Date: 15 / 12 / 17.

Schedule 1

Classification	Previous Agreement	January 2018	January 2019	January 2020
		2.1%	2.2%	2.3%
Grade 1-1	49,861	50,908	52,028	53,225
Grade 1-2	50,480	51,540	52,674	53,885
Grade 1-3	51,082	52,154	53,302	54,528
Grade 2-1	51,803	52,891	54,054	55,298
Grade 2-2	52,413	53,513	54,691	55,948
Grade 2-3	53,015	54,128	55,319	56,591
Grade 3-1	53,734	54,862	56,069	57,359
Grade 3-2	54,347	55,488	56,709	58,013
Grade 3-3	54,948	56,102	57,336	58,655
Grade 4-1	56,156	57,336	58,597	59,945
Grade 4-2	56,768	57,960	59,236	60,598
Grade 4-3	57,369	58,574	59,863	61,239
Grade 5-1	57,791	59,005	60,303	61,690
Grade 5-2	58,404	59,631	60,942	62,344
Grade 5-3	59,006	60,245	61,571	62,987
Grade 6-1	59,185	60,428	61,758	63,178
Grade 6-2	59,799	61,055	62,398	63,834
Grade 6-3	60,403	61,671	63,028	64,478
Grade 7-1	60,583	61,855	63,216	64,670
Grade 7-2	61,195	62,480	63,855	65,323
Grade 7-3	61,798	63,096	64,484	65,967
Grade 8-1	61,863	63,162	64,551	66,036
Grade 8-2	62,476	63,788	65,191	66,690
Grade 8-3	63,078	64,402	65,819	67,333
Grade 10-3	65,745	67,126	68,602	70,180
Grade 11-3	68,153	69,585	71,115	72,751
Grade 12-3	70,562	72,044	73,629	75,322
Grade 15	84,872	86,654	88,561	90,598