

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	City of Victor Harbor Local Government Employees Award Enterprise Agreement 2022
Employer	City of Victor Harbor, Mark Zanker, Jason Millard, Scott Pearsons, Australian Workers Union
Case number	ET-22-04970

Orders - Approval of Enterprise Agreement City of Victor Harbor Local Government Employees Award Enterprise Agreement 2022

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

This Agreement shall come into force on and from 19 January 2023 and have a nominal life extending to 17 September 2025.

The Agreement includes an undertaking as follows:

The parties to this Agreement make an Undertaking that in relation to Clause 32.1, if there is an inconsistency, the provisions will be no less than the SA Long Service Leave Act 1987.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal line that tapers to the right.

Commissioner Rogers

14 Mar 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS





CITY OF VICTOR HARBOR
LOCAL GOVERNMENT EMPLOYEES AWARD
ENTERPRISE AGREEMENT 2022

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. CLAUSE 1 – TITLE

The Agreement shall be entitled City of Victor Harbor Local Government Employees Award Enterprise Bargaining Agreement 2022.

2. CLAUSE 2 – ARRANGEMENT

Part 1 - Application and Operation of Agreement

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Appendix 1 – Redeployment and Retraining Guidelines**3. CLAUSE 3 – DEFINITIONS**

For the purposes of the Agreement:

Agreement means City of Victor Harbor Local Government Employees Award Enterprise Bargaining Agreement 2022;

Availability duty means the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside normal working hours;

Award means Local Government Employees Award (LGEA);

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

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

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

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

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

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

Employer means the City of Victor Harbor;

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

Inclement weather means any abnormal climatic weather conditions, such as extreme temperatures (hot or cold), high ultraviolet radiation, high humidity, heavy rain, hail, gale force wind, electrical storm or fog and the relevant supervisor or manager and the work team are of the opinion that the weather conditions are impractical and that continuing work on the assigned task and in the assigned location would be: detrimental to employee health safety and welfare; and/or dangerous to the public;

Human Resources means the team within the City of Victor Harbor responsible for managing People and Culture;

IFA means an Industrial Flexible Agreement as provided in clause 20 of this Agreement;

Immediate family includes the employee's: spouse or former spouse; de facto partner or former de facto partner; child; parent; grandparent; grandchild, or sibling. Immediate family also includes: the immediate family of the employee's spouse or de facto partner (or former spouse or de facto partner), step-relations (for example, step-parent and step-child), and adoptive relations;

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

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

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

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

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

Work group means a group of workers who are grouped together for the purpose of electing a Health and Safety representative;

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

4. CLAUSE 4 – APPLICATION

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

5. CLAUSE 5 – PERIOD OF OPERATION

- 5.1.** This agreement shall commence from the date of certification and have a nominal expiry date of the 17 September 2025. This agreement will be reviewed and renegotiated during the final six (6) months of this Agreement.

6. CLAUSE 6 – RELATIONSHIP TO CURRENT AWARD

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

7. CLAUSE 7 – INTENT AND OBJECTIVES

- 7.1.** The economic health of the Council and the wellbeing of all depends on the success of a shared commitment to prepare for the future and a more competitive environment. The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of the Council and thereupon develop and encourage an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to employees a sustainable level of job security.
- 7.2.** The aims and objectives of this Agreement will be achieved by addressing such matters as:
- 7.2.1.** The removal of artificial demarcations and unreasonably restrictive working and management practices with a view to further ongoing harmonious industrial relations;
 - 7.2.2.** Improving flexibility in labour supply, without a reduction in current employee levels except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between employees and employers. This is to be done by mutual agreement and in writing between the parties;
 - 7.2.3.** Reviewing and improving work arrangements;
 - 7.2.4.** Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Council and the achievement of real and sustainable improvements in productivity;
 - 7.2.5.** Adopting of practices to improve standards of Work Health and Safety;
 - 7.2.6.** Looking at new ways of improving work practices and reduction of wastage and lost time;
 - 7.2.7.** Continuing development and adoption of initiatives designed to enhance Council's performance;
 - 7.2.8.** Introduction of measures to reduce absenteeism;
 - 7.2.9.** Continuously looking at new ways to improve processes, productivity and customer satisfaction;
 - 7.2.10.** Ensuring continued commitment to Equal Employment Opportunity principles;
 - 7.2.11.** Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable during the process of Structural Reform to enhance, improve and sustain the image of the Council;

- 7.2.12.** Maintaining a training and skills improvement program within the Council for all employees. Such programs will enable employees to increase their level of individual expertise, facilitate succession and provide defined career paths;
- 7.2.13.** Ensuring that any further flexibility arrangements identified during the life of this Agreement can be trialled through consultation and agreement of the parties and any savings to be identified and paid as productivity measures in next Agreement;
- 7.2.14.** Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

8. CLAUSE 8 – WORKPLACE REPRESENTATION AND EMPLOYEE REPRESENTATIVES

- 8.1.** Recognition by the employer of Workplace and Employee Representatives.
 - 8.1.1.** Upon written advice from the Union Branch Secretary up to two (2) members for the Union can be appointed as Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for discussion with employees and accredited Union Officers on matters pertaining to the employer / employee:
 - 8.1.1.1.** For discussion with employees on matters pertaining to the work they perform or work-related issues
 - 8.1.1.2.** For discussion with duly accredited Union Officers on matters referred to above and regarding the performance of Union duties.
- 8.2.** Employee Representatives may also be appointed to represent employees generally within the organisation. Employees Representatives will be nominated and voted in by employees of the organisation.
- 8.3.** Employee Representatives and Workplace Representatives will be entitled to:
 - 8.3.1.** Be treated with respect and without discrimination by all parties
 - 8.3.2.** Be consulted about workplace issues and have access to information about the organisation that is not confidential
 - 8.3.3.** Meet with management to discuss issues of concern
 - 8.3.4.** Workplace Representatives may meet with accredited Union Officers on work related matters
- 8.4.** Employee Representatives and Workplace Representatives will be allowed reasonable time during working hours to carry out tasks as a result of their representative role and these may include:
 - 8.4.1.** Speaking to, meeting with and representing other employees
 - 8.4.2.** Workplace Representatives may attend Union organised training and conferences to a maximum of five (5) days per annum provided that Council is able to make adequate staffing arrangements during the period of leave and no more than two employees are on this leave at any one time, unless otherwise agreed.
 - 8.4.3.** Other employees may attend up to three (3) days Union training as approved by their supervisor.
 - 8.4.4.** Not less than four (4) weeks' notice is given to the Council of the date of commencement of the training course, including an agenda with times on which the course is to be conducted. If available, at least two (2) weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
 - 8.4.5.** Approval to attend this training will not be unreasonably withheld.

- 8.5.** To enable them to represent other employees, Employee Representatives and Workplace Representatives will be allowed to use Council equipment and facilities. Use of these items is a privilege and therefore care should be taken to ensure that they are appropriately used and that communication is at all times respectful and courteous. Permission must be sought through the relevant Director or Human Resources Manager to use Council systems to promote Union positions.
- 8.6.** Employee Representatives and Workplace Representatives will have the following responsibilities:
- 8.6.1.** They will inform their supervisor and relevant Director before leaving their work area to attend to representative tasks.
 - 8.6.2.** If a general meeting of employees is required in work time and/or on Council property, prior agreement will be sought through the Chief Executive Officer, Human Resources Manager or relevant Director before it takes place, giving reasons for the meeting.
 - 8.6.3.** Care must be taken to ensure that representative matters of a routine nature are dealt with at times that are least inconvenient to the responsibilities of their position and do not adversely impact on Council services.
 - 8.6.4.** Approval to meet or discuss work related matters will not be unreasonably withheld.

9. CLAUSE 9 – ENTERPRISE BARGAINING AND CONSULTATIVE COMMITTEE TRAINING

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

PART 2 – EMPLOYMENT STANDARDS

10. CLAUSE 10 – AMALGAMATION OR BOUNDARY CHANGES

- 10.1.** The Consultative Committee shall be the employee consultative forum at the City of Victor Harbor for proposed amalgamation with other councils.
- 10.2.** An Amalgamation Agreement shall be developed by the parties which shall include, but not be limited to, the following:
- 10.2.1.** Job security;
 - 10.2.2.** General principles for workforce merger;
 - 10.2.3.** Introduction of new Organisation structure;
 - 10.2.4.** Grievance / dispute resolution procedure;
 - 10.2.5.** Re-training scheme policy;
 - 10.2.6.** Redeployment policy;
 - 10.2.7.** Part-time work policy;
 - 10.2.8.** Outplacement of employees;
 - 10.2.9.** Voluntary separation packages (which shall not be less than the package available to employees under clause 17 of this Agreement).
- 10.3.** Any amalgamation agreement shall not contain conditions which are less favourable than those contained in this Agreement for employees of the City of Victor Harbor.

11. CLAUSE 11 – EMPLOYEE RELATIONS

- 11.1.** The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 11.2.** The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees commit to achieving effective improvements in productivity and customer service.
- 11.3.** Management is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs.

12. CLAUSE 12 – CONTESTABILITY

- 12.1.** The Council is committed to the position that work historically undertaken by employees will, subject to present and future requirements of the Local Government Act, continue to be performed by the workforce, subject to cost, quality and levels of service.
- 12.2.** In this regard, it is agreed to adopt the following contestability measures:
 - 12.2.1.** Where deemed appropriate by Management, and in consultation with Consultative Committee, work currently performed by the existing workforce will be benchmarked against like industries/organisations to identify the benchmark price and service quality required to effectively deliver the service to a predetermined specification.
 - 12.2.2.** Provided the work undertaken by existing employees is able to match or better the benchmark, then the work will continue to be performed in-house.
 - 12.2.3.** Should the work currently being performed not meet the benchmark, then employees will be granted a further period of twelve (12) months (except where Industrial Flexible Agreements are in place) to introduce efficiency gains and improved work practices which will enable them to meet the benchmark price and service quality required by the specification of works. For its part, the Council will provide appropriate training and support for any group of employees affected by this process.
 - 12.2.4.** At the conclusion of the twelve (12) month period, the employees will be allowed to continue to perform the work in accordance with the above process, provided the benchmark is met. In the event that the benchmark is not met the work will be subject to competitive tendering and the employees will be able to tender for the works.
 - 12.2.5.** During the life of this Agreement work that arises, and which is additional to programmed works and services presently undertaken by the employees, will be subject to market forces through public tender. Should the employees seek to gain this additional work, appropriate training and support will be developed for those groups engaged in competitive tendering.
- 12.3.** The Council is committed to the philosophy that all tenders contested should, in the workplace environment created by this Agreement, be able to be won by the existing workforce where appropriate.
- 12.4.** Key Performance Indicators (KPIs)
 - 12.4.1.** The parties, through the Consultative Committee, may develop performance indicators which will allow for improvements in Council's business to be quantified and measured on an ongoing basis.
 - 12.4.2.** KPIs may include, but are not limited to, the following:
 - 12.4.2.1.** Community Responsiveness;
 - 12.4.2.2.** Customer Satisfaction;

- 15.4. It is acknowledged that air temperature alone cannot be used to determine whether it is impractical to continue working. However, when the Victor Harbor Country Fire Service website reports the temperature taken has reached 38 degrees Celsius, the manager will enact the employer's Inclement Weather Procedure.
- 15.5. Supervisors will be consistent with their application and not have one or more work teams working in hot or inclement weather and other groups undertaking alternative duties.
- 15.6. Providing alternative duties are safe, productive and within the capabilities of the affected employees, employees may be allocated to other functions, tasks or training appropriate to the conditions.
- 15.7. Where appropriate tasks cannot be identified, two (2) employees and the supervisor will remain at work to undertake emergency and/or essential duties. If no emergency or essential work is required, employees may undertake appropriate alternative duties.
- 15.8. The two (2) employees will be selected from a rotational roster developed from field-based employees and the remainder of employees will cease work on the 50/50 arrangement set out below.
- 15.9. Under extreme circumstances where emergencies are involved, other employees may be directed to remain at work or be called back into work if required.
- 15.10. Time lost due to employees ceasing work due to hot or inclement weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employee's accrued time bank and 50% of the time is paid by the employer.
- 15.11. Employees will accrue the equivalent of one standard day by working one RDO (8.5 hours) prior to the end of September each financial year or set aside TOIL.
- 15.12. Employees who do not accrue an RDO or have no TOIL will establish a time bank via mutual agreement between the employee and their supervisor.
- 15.13. Within any financial year the maximum number of hours that an employee is required to use under the terms of this clause shall be seventeen (17) hours. No employee shall be required to offset their accrued time bank by any more than eight point five (8.5) hours per financial year.
- 15.14. Should the stand-down hours be greater than seventeen (17) hours in a financial year, the employer will pay 100% of wages.
- 15.15. If at the end of the financial year accrued time remains in an employee's time bank, such hours may be repaid to the employee upon application in the final pay period of May.
- 15.16. Accrued hours can be rolled in to the following financial year up to a maximum of eight point five (8.5) hours.

PART 3 – ORGANISATIONAL CHANGE

16. CLAUSE 16 – CONSULTATIVE MECHANISM

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

- 16.7.** Minutes of the Consultative Committee meetings will be tabled at Senior Management Team meetings to ensure that action is taken on any identified issues or requirements.
- 16.8.** A third tier of consultation will occur at the work group or team level. These consultation sessions will be held more frequently with the Director determining the participation. At the work group or team level, discussion may extend to a broad range of employment and/or operational matters. Significant or unresolved issues may be elevated to the Consultative Committee agenda.

17. CLAUSE 17 – CHANGE MANAGEMENT AND EMPLOYEE PROTECTION

- 17.1.** Management shall advise relevant employees, the Union and the Consultative Committee (established under clause 16 of this Agreement) of any proposed significant changes to services which will cause organisational changes that may significantly affect the employment and/or conditions of employees covered by this Agreement. Such changes will not be identified without an internal service review process which considers the intent and objectives of clause 7 of this Agreement. All notifications and information provided to employees and the Union shall be in writing.
- 17.2.** This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement or in National Employment Standards such as standard hours of work, annual leave or long service leave.
- 17.3.** General Principles
 - 17.3.1.** The Enterprise Bargaining Agreement accepts no forced redundancies for the life of the Agreement.
 - 17.3.2.** Any determination being made regarding any redundant positions will be made by the Council in conjunction with the Consultative Committee (includes Unions) and following a service review process.
 - 17.3.3.** The means of adjustment in those situations where organisational change results in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:
 - 17.3.3.1.** Redeployment to a position of the same classification level;
 - 17.3.3.2.** Redeployment to a position of a lower classification level with maintenance of income;
 - 17.3.3.3.** Voluntary Separation Package.
- 17.4.** However, employees whose positions are deemed redundant may access a Voluntary Separation Package at any stage of the process provided that no more than three (3) months has elapsed in the redeployment position.
- 17.5.** Obligation on Council to notify in case of likely significant operational change
 - 17.5.1.** The Council will notify affected employees and the Consultative Committee (includes Unions) of likely and significant operational changes that would, if implemented, significantly affect one or more employees.
 - 17.5.2.** Significant operational change includes:
 - 17.5.2.1.** The reduction / removal of employment positions;
 - 17.5.2.2.** Major changes in the composition, operation or size of the Council's workforce or the skills required of employees;
 - 17.5.2.3.** The elimination or diminution of job opportunities, promotion opportunities or tenure in Council;
 - 17.5.2.4.** A change to hours of work; and
 - 17.5.2.5.** The need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

- 17.5.3.** Redundancy means the reduction / removal of employment position(s) due to Council no longer requiring that position(s) to be performed by employees, and redundant has a corresponding meaning.
- 17.5.3.1.** All notifications and information provided to employees and the Union will be in writing. This may occur by email.
- 17.6.** Significant Operational Change
- 17.6.1.** If Council is to impose significant operational change, it must comply with the following protections.
- 17.7.** Preliminary Consultation
- 17.7.1.** If the Council provides notice in accordance with the general principles of this clause, it will consult with the affected employees, the Consultative Committee (including Unions), as provided for in clause 16 of this Agreement.
- 17.7.2.** The Consultative Committee (includes Unions) and the Council may reach agreement to hold a special meeting, which will be in addition to the ordinary quarterly meetings referred to in clause 16 of this Agreement, to discuss the likely significant operational change.
- 17.7.3.** The discussions with the Consultative Committee (includes Unions) will include:
- 17.7.3.1.** The reason for the likely or proposed significant operational change
- 17.7.3.2.** The measures that Council proposes to avoid or minimise the significant effects on employees
- 17.7.3.3.** The number and categories of employees likely to be affected: and
- 17.7.3.4.** When the redundancy(s) / redeployment(s) are likely to occur if the changes are to proceed
- 17.7.4.** For the purpose of such discussions, Council must, as soon as practicable, provide in writing to the employees concerned and the relevant Union, all relevant information about the likely significant change.
- 17.7.5.** For 'commercial in confidence reasons', Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much information as possible to enable all parties to participate in the development of the change management solution
- 17.8.** Internal and External Service Review
- 17.8.1.** After preliminary consultation with the Consultative Committee (includes Unions), but prior to making a definite decision as to the likely significant operational change, the Council will conduct an internal service review that considers, all aspects and whether the proposed significant change to services is in the operational and/or strategic interests of Council. However, if Council has conducted an internal service review within 5 (five) years of preliminary consultation taking place, Council will not be required to undertake an additional service review.
- 17.8.2.** Council will shortly thereafter notify the Consultative Committee (including Unions), in general terms, of the outcome of the internal reviews.
- 17.8.3.** Once the internal service review has been completed, the Enterprise Committee (including Unions) will consider whether or not to recommend to the Council to engage an external, independent consultant to conduct an external review that considers, all aspects and whether the proposed significant change to services and/or service delivery is in the operational and/or strategic interests of Council.

- 17.8.4.** If an external review is conducted, Council will shortly thereafter notify the Consultative Committee (including Unions) of the outcome of the external review.
- 17.8.5.** For 'commercial in confidence reasons', Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much information as possible to enable all parties to participate in the development of the change management solution.
- 17.9. Primary Consultation**
- 17.9.1.** After preliminary consultation has occurred, and having considered the service review(s) which, on balance, confirms that the proposed significant service change is in the operational and/or strategic interests of Council, Council will hold primary discussions with the employees and Union as soon as practicable.
- 17.9.2.** The discussions during primary consultation will include:
- 17.9.2.1.** The proposed options of service delivery;
 - 17.9.2.2.** The reason for the proposed redundancy(s);
 - 17.9.2.3.** New proposed opportunities, training and redeployment requirements;
 - 17.9.2.4.** and
 - 17.9.2.5.** When the service delivery changes and the change management process is proposed to occur.
- 17.9.3.** For the purpose of such discussions, Council will, as soon as practicable, again confirm in writing to the employees and the Union(s), any additional relevant information, not already disclosed, that relates to the significant operational change.
- 17.9.4.** For 'commercial in confidence reasons', Council is not required to disclose financial, confidential or sensitive information which it reasonably deems would be against its interests; however, management will consider using confidentiality agreements to share as much as information as possible to enable all parties to participate in the development of the change management solution.
- 17.10. Final Decision**
- 17.10.1.** Council will only proceed to make a final decision as to significant organisational change after it has given due consideration to all matters raised during preliminary consultation, the service review(s) and primary consultation.
- 17.11. Redeployment and Transfer to Lower Paid Duties**
- 17.11.1.** Where Council has determined that one or more positions are redundant, it will take all reasonable steps to redeploy affected permanent employees into a position of equal classification and status within Council in accordance with the redeployment and training guidelines in Appendix 1.
- 17.11.2.** If after examining all options, redeployment to such a position is not practicable, an employee may be offered a position at a lower classification level.
- 17.11.3.** Offers of redeployment whether to an equal classification level or lower classification level will be entirely at the discretion of Council.
- 17.11.4.** The employee's redeployment wage shall be maintained until the wage of the new classification equals the employee's pre-deployment wage. For the first twenty-four (24) months of income maintenance the employee shall receive all Award and Enterprise Agreement increases.

- 17.11.5.** The employee, as a matter of priority, shall be provided with training to assist the redeployee into the new position.
 - 17.11.6.** The redeployee has up to three (3) months from commencement in the redeployment position to confirm acceptance of that position subject to a satisfactory assessment of the redeployee within the redeployed position.
 - 17.11.7.** The redeployee has up to the three (3) months from commencement in the redeployment position to accept a voluntary separation package.
 - 17.11.8.** The Redeployment and Re-training Guidelines shall be adhered to as provided in Appendix 1.
- 17.12. Voluntary Separation Package**
- 17.12.1.** Should the employee elect to take a Voluntary Separation Package, that package should comprise of:
 - 17.12.1.1.** Ten (10) weeks' notice of termination or payment of total weekly wage in lieu thereof;
 - 17.12.1.2.** Three (3) weeks of total weekly wage as severance payment for each year of service with the employer. A maximum of one hundred and four (104) weeks plus ten (10) weeks' notice of termination. For the purpose of outplacement assistance, an amount of up to 5% of the total annual wage be available for engaging the services of a recognised outplacement provider;
 - 17.12.1.3.** Pro rata long service leave shall be paid for completed years of service whether or not seven years' service has been attained.

18. CLAUSE 18 – REQUEST FOR REVIEW OF CLASSIFICATION

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

- 18.7.** In the case where the request results in a reclassification, this reclassification shall take effect from the date of receipt by the Director of the written request in accordance with clause 18.1 of this Agreement.
- 18.8.** Any employee not satisfied with the determination may access the dispute settlement procedure in accordance with clause 19 of this Agreement.

19. CLAUSE 19 – DISPUTE SETTLEMENT PROCEDURE

- 19.1.** The procedures below are established and agreed to between the parties in order to minimise the potential elevation of industrial disputes around the Agreement and disputes pertaining to employee/employer relationships and are entered into as a measure and commitment to this effect without limiting the rights of any party.
- 19.2.** At all stages of the procedures, the parties to the dispute shall endeavour to resolve the matter promptly and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions (except when 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.
- 19.2.1.** Before commencing the Dispute Settlement Stages outlined below, the employee and, if requested by the employee, the Workplace Representative will contact the supervisor and attempt to settle the matter at that level, or where appropriate the supervisor will contact the employee and, if appropriate, the Workplace Representative.
- 19.2.2.** Dispute Settlement Stages
- 19.2.2.1.** Stage 1
Should the informal approach outlined above be unsuccessful in achieving resolution, the employee and/or the Workplace Representative may initiate Stage 1 by providing notice of the dispute to the relevant supervisor or manager. The notice shall outline the nature of the dispute. Resolution may be sought by the supervisor or manager through a meeting with the employee and, if requested by the employee, their Workplace Representative. Any response or outcome will be recorded in writing and provided to both parties.
- 19.2.2.2.** Stage 2
If the dispute is not settled at Stage 1, the employee and, if requested by the employee, the Workplace Representative will meet with the supervisor and the employee's manager.
- 19.2.2.3.** Stage 3
If the dispute is not settled at Stage 2, the employee, and if requested by the employee, the Workplace Representative and Union Organiser will meet with the supervisor, manager and Director.
- 19.2.2.4.** 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.
- 19.2.3.** Every effort will be made to ensure that the processes contained in Stages 1, 2 and 3 above will be completed within twenty-eight (28) days.

20. CLAUSE 20 – AGREEMENTS

- 20.1.** Industrial Flexible Agreements (IFAs) may be established for specific operational areas or teams provided that such agreements have a nominal life not exceeding that of the Enterprise Agreement.
- 20.2.** Any IFA will not be inferior to the Enterprise Agreement.

- 20.3. Prior to the negotiation of an IFA, the employer will notify the Union and the Consultative Committee of its intention to negotiate an IFA.
- 20.4. IFAs shall be in writing and be signed by the affected parties.
- 20.5. Negotiated IFAs shall be an Appendix to the Enterprise Bargaining Agreement.
- 20.6. Current IFAs contained in Appendix 2.

PART 4 – WORK ARRANGEMENTS

21. CLAUSE 21 – FLEXIBLE HOURS AND WORK PRACTICES

21.1. Existing Flexibilities

- 21.1.1. The parties acknowledge that flexibilities and productive work practices already exist at the Council.
- 21.1.2. On that basis, a component of the wage increase contained in clause 44 of this Agreement is for the recognition of those flexibilities which includes Self-Managed Work Teams.

21.2. Work Practices

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

21.3. Hours of Work

- 21.3.1. The ordinary time hours of work for employees covered by this Agreement will be an average of thirty-eight (38) hours per week over the relevant roster cycle.
- 21.3.2. The span of hours of work will be between Monday and Friday inclusive (other than for Award specified holidays) between the hours of 6.00 am and 6.00 pm (except for exemptions under clause 6.1.2 of the Award).
- 21.3.3. Actual regular hours of work will be determined by agreement between the work group(s) and the Director of Environment and Infrastructure Services.
 - 21.3.3.1. Any agreed changes to the regular hours of work pattern shall then be on a trial basis of between three (3) and six (6) months.
 - 21.3.3.2. At the end of any trial period the Director of Environment and Infrastructure Services and the team(s) will make a recommendation to the Consultative Committee for the continuation of the trial on a permanent basis or reverting back to the pre-trial arrangement.
- 21.3.4. The standard hours of work arrangement will be a nine (9) day fortnight, incorporating the following features:

22. CLAUSE 22 – PART TIME EMPLOYEES

- 22.1.** Any employee employed on less than a full-time basis may be engaged as a permanent part-time employee.
- 22.2.** Where a permanent part-time employee agrees, such employee may work up to thirty-eight (38) hours per week within the normal span of hours without attracting overtime. All work performed in excess of thirty-eight (38) hours per week or work performed out of the normal span of hours as detailed in clause 21 of this Agreement and shall be paid at the appropriate penalty rates.
- 22.3.** The employee shall be given a minimum of twenty-four (24) hours' notice of the requirement to work additional hours, unless otherwise agreed by both parties, or in the case of an emergency. The employee shall be engaged for no less than one (1) 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 three (3) hours.
- 22.4.** Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

23. CLAUSE 23 – AGENCY/LABOUR HIRE EMPLOYEES

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

24. CLAUSE 24 – BREASTFEEDING

- 24.1.** General Principles
 - 24.1.1.** The employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
 - 24.1.2.** The employer recognises the benefits of breastfeeding to mothers and infants and society as a whole and encourages and supports employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this Agreement apply to employees who wish to express milk for their baby.
 - 24.1.3.** The employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
 - 24.1.4.** The employer recognises its responsibility to support breastfeeding at work and will support this practice by providing:
 - 24.1.4.1.** Flexible work arrangements to support breastfeeding; and
 - 24.1.4.2.** Access to lactation breaks and support facilities.
- 24.2.** Provision of flexible work arrangements to support breastfeeding
 - 24.2.1.** The employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented only with the consent of the breastfeeding mother.
 - 24.2.2.** These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.
 - 24.2.3.** The employer will inform all employees of the rights provided under this Agreement as part of their induction, within appropriate training or other

sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

24.3. Providing access to lactation breaks and support facilities

24.3.1. The employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.

24.3.2. Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.

24.3.3. The employer will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

24.4. Australian Breastfeeding Association Accreditation

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

25. CLAUSE 25 – ANNUAL PROFESSIONAL DEVELOPMENT PROCESS

25.1. All employees will participate in the annual Professional Development Process with their supervisor.

PART 5 – LEAVE PROVISIONS

26. CLAUSE 26 – CARER'S LEAVE

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

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

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

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

26.2. Employees can make application for carer's leave for other relatives (for example, cousins, aunts and uncles) if:

26.2.1. They are a member of the employee's household; and

26.2.2. The employer agrees.

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

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

26.5. An employee on carer's leave for up to twelve (12) months is entitled to return to the position which they held immediately before taking carer's leave.

26.6. Carer's leave may be taken immediately following a period of family leave (where applicable). In these instances, the combined period of all leave shall not extend beyond twelve (12) months.

26.7. Carer's leave shall not be taken 'back-to-back' with professional development leave.

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

27. CLAUSE 27 – PARENTAL LEAVE

- 27.1.** In addition to the Award entitlements and current Federal Government provisions under the *Fair Work Act 2009* (Commonwealth) as amended, twelve (12) weeks parental leave and two (2) weeks parental partner's leave shall be available and will be paid at the employee's current salary rate, to all eligible employees immediately following the birth or adoption of the child. 'Eligibility' is as per the parental leave provisions of the Award.
- 27.2.** Eligible employees shall have a minimum of twelve (12) months continuous service with the Council.
- 27.3.** In addition to the notice provisions in clause 7.4.6 of the Award, an employee must provide the employer a minimum fifteen (15) weeks' notice in advance of the expected date of commencement of parental leave.
- 27.4.** Entitlements will continue to accrue while employee's access paid parental Leave as provided by this Agreement.

28. CLAUSE 28 – BEREAVEMENT LEAVE

- 28.1.** Employees will be granted two (2) working days bereavement leave in each instance, following the death of:
- 28.1.1.** an immediate family member; or
 - 28.1.2.** when a child is stillborn, where the child would have been a member of the employee's immediate family if the child had been born alive; or
 - 28.1.3.** when the employee, or the employee's spouse or de facto partner has a miscarriage.
- 28.2.** Employees can make application for bereavement leave for other relatives (for example, cousins, aunts and uncles) if:
- 28.2.1.** They are a member of the employee's household; and
 - 28.2.2.** The employer agrees.
- 28.3.** Upon written request from the employee, more favourable terms of leave up to a maximum of two (2) additional days may be granted by the relevant Director and/or the Chief Executive Officer if satisfied in any particular case that the leave provision in the Award is considered inadequate.

29. CLAUSE 29 – EMERGENCY SERVICES LEAVE

- 29.1.** Council is committed to the safety and security of the community by supporting employees who are voluntary members of emergency services organisations.
- 29.2.** An employee who is a voluntary member of the Country Fire Service, the State Emergency Service, SA Ambulance Service or other emergency service, may be granted special leave without deduction of pay to attend a local fire or emergency within a fifty (50) kilometre radius of Victor Harbor. Such leave may be subject to conditions or varied with approval of the Chief Executive Officer.
- 29.3.** Employees accessing Emergency Services Leave are not deemed to be Council employees during such leave, however the leave will not break continuity of service or impact employee entitlements.
- 29.4.** Employees volunteering to work for an emergency service organisation must gain approval of the supervisor, Director or Chief Executive Officer prior to attending emergencies.
- 29.5.** In the event an employee cannot reach a supervisor, Director or the Chief Executive Officer when seeking approval to attend a significant emergency event, the employee must inform their colleague(s) before leaving work.

- 29.6.** Proof of the employee's membership for the relevant emergency service may be requested.
- 29.7.** An employee responding to an emergency service call-out is not permitted to undertake any activity that the employer would normally carry out during the community or emergency work, unless under Council's i-Responda arrangements.
- 29.8.** The maximum number of hours claimable on an annual basis will be sixteen (16) hours with discretion of the Chief Executive Officer to approve additional hours in extenuating circumstances.

30. CLAUSE 30 – PERSONAL LEAVE

- 30.1.** Personal leave can be used for sick leave or family leave to the extent that the employee has unused personal leave accrued.
- 30.2.** An employee shall be entitled to personal leave with full pay to the extent of two weeks per year of service.
- 30.3.** In the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
 - 30.3.1.** Any personal leave not taken shall accumulate from year to year.
- 30.4.** Sick Leave
 - 30.4.1.** An employee, who is absent from duty on account of personal sickness or injury other than an injury for which workers compensation is payable, shall be entitled to sick leave with full pay.
- 30.5.** Family Leave
 - 30.5.1.** An employee, who is absent from duty where there is a requirement to care for a member of the employee's immediate family due to injury or illness, or where special circumstances require the use of personal leave for family needs, shall be entitled to leave with full pay.
 - 30.5.2.** Employees can make application for carer's leave for other relatives (for example, cousins, aunts and uncles) if:
 - 30.5.2.1.** They are a member of the employee's household; and
 - 30.5.2.2.** The employer agrees.
- 30.6.** Medical Certificate
 - 30.6.1.** An employee will not be required to provide a medical certificate or other reasonable evidence of being unable to attend work when personal leave is taken:
 - 30.6.1.1.** As one single day (other than a day together with a public holiday or rostered day off); and
 - 30.6.1.2.** They have taken less than five (5) days of personal leave in a year.
 - 30.6.2.** A medical certificate or other reasonable evidence to prove the employee was unable to attend for duty is required in the following circumstances where personal leave (sick leave and/or family leave) is taken:
 - 30.6.2.1.** For two (2) consecutive days or more; or
 - 30.6.2.2.** For five (5) single days or more over an annual period; or
 - 30.6.2.3.** Together with a public holiday or rostered day off; or
 - 30.6.2.4.** For two (2) days preceding and/or following a weekend.

31. CLAUSE 31 – PROFESSIONAL DEVELOPMENT LEAVE

- 31.1.** Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to twelve (12) months leave without pay to undertake a course of study or to take up a vocational or professional development placement that is directly related to their work, or of benefit to the organisation, subject to the employee having two (2) years continuous service with the Council at the time of commencing the leave.
- 31.1.1.** All applications will be considered on their merits considering operational arrangements and practicalities, and the demonstrated benefits to Council.
- 31.1.2.** Professional development leave shall not be taken in conjunction with Carers Leave (unless special or extenuating circumstances arise and are approved by the Chief Executive Officer).
- 31.1.3.** An employee must have completed the qualifying period of service (two (2) years continuous service with the Council) to be eligible for each instance of professional development leave.
- 31.1.4.** Absence on professional development leave shall not break the continuity of service of an employee, but the period of leave shall not be considered in calculating the period of service for any purpose defined in the Award or Agreement.
- 31.1.5.** An employee on professional development leave for up to twelve (12) months is entitled to return to the position they held immediately before proceeding on that leave.
- 31.1.6.** An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.

32. CLAUSE 32 – LONG SERVICE LEAVE

- 32.1.** This Agreement shall incorporate the *Long Service Leave Act 1987* as a term and condition of the Agreement. Where an employee's contracted weekly/fortnightly hours are either increased or reduced then long service leave entitlements will be based on the employee's average contracted weekly/fortnightly hours over the entitlement period. Should there be any inconsistency between the Agreement and the Long Service Leave Act, this Agreement shall prevail to the extent of the inconsistency.
- 32.2.** Long service leave may only be taken in one (1) week increments (meaning Sunday to Saturday inclusive) based on the employee's normal hours.
- 32.3.** Long service leave accrued in the first ten (10) years of service must be taken by the completion of the thirteenth (13th) year of service. Directors are to ensure leave is taken within the allocated time.
- 32.4.** Accumulated long service leave (for example eleven (11) to twenty (20) years' service) must be taken within three (3) years of the next ten (10) years' service anniversary.
- 32.5.** Long service leave may be taken after seven (7) years' service of the employee at a time mutually convenient between the Director and the employee.
- 32.6.** An employee may take long service leave after seven (7) years' service in the following manner:
- 32.6.1.** Half pay, thus doubling the period of leave taken;
- 32.6.2.** Double pay, thus halving the period of leave taken;
- 32.6.3.** 'Cashing out' all or part of their accrued leave; or
- 32.6.4.** Taking the leave as normal
- 32.7.** In extenuating circumstances, employees who make application may be granted by their Director, single day's use of long service leave.

33. CLAUSE 33 – FAMILY VIOLENCE LEAVE

33.1. General Principles

33.1.1. 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 employees who experience family violence.

33.1.2. Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

33.2. General Measures

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

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

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

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

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

33.2.6. Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide.

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

33.3. Family Violence Leave

33.3.1. An employee experiencing family violence will have access up to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence.

33.3.2. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

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

33.4. Individual Support

33.4.1. In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

33.4.1.1. Changes to their span of hours or pattern or hours and/or shift patterns; and/or

33.4.1.2. Job redesign or changes to duties; and/or

33.4.1.3. Relocation to suitable employment within the workplace; and/or

- 33.4.1.4.** A change to their telephone number or email address to avoid harassing contact; and/or
- 33.4.1.5.** Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 33.4.2.** An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- 33.4.3.** An employee who discloses to the Human Resources contact or their supervisor that they are experiencing family violence will be given a resource pack of information regarding support services.

34. CLAUSE 34 – CULTURAL AND CEREMONIAL LEAVE

- 34.1.** The employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
- 34.2.** The employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.
- 34.3.** Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to paid Cultural and Ceremonial Leave up to a maximum of five (5) days per calendar year, as well as entitled to unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the employer.
- 34.4.** Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by the employer. In deciding whether or not to grant such leave, the employer will consider fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.
- 34.5.** Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 34.6.** Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

35. CLAUSE 35 – PURCHASED LEAVE

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

PART 6 – SALARY AND MONETARY MATTERS

36. CLAUSE 36 – TRAINING AND SKILLS DEVELOPMENT

- 36.1.** The parties recognise that the achievement of increased efficiency, productivity and contestability for Council requires that employees effectively use the training provided to them and that training will be provided on the basis of appropriateness and identified needs.
- 36.2.** Council has a commitment to the on-going training and professional development of its employees and development of a multi-skilled workforce.
- 36.3.** The parties to this Agreement recognise that a commitment to training and skill development is essential to increase the productivity and efficiency of the Council and to enhance career development of the employees. The parties agree to consider and/or adopt appropriate national standards in the development of training skills programs for the employees.
- 36.4.** Employee training refers to the wide range of activities undertaken by employees in the course of their employment, which seek to increase the skills, expertise and/or efficiency of employees, thus leading to a more productive workforce, increased job satisfaction and career advancement potential.
- 36.5.** Council acknowledges the necessity for and benefits of employee training for the overall efficient functioning of the organisation and the consequent good returns to the community. Council shall proactively foster career development of employees within the policy guidelines. To facilitate this, a training plan will be maintained on an annual basis and training provided by Council in line with the plan.
- 36.6.** In particular, the parties recognise that relevant training should be provided for employees to relieve in higher classified positions. The Council also recognises that a practical, effective way of developing a multi-skilled workforce is to provide opportunities for employees to relieve in higher classifications.
- 36.7.** Council aims to demonstrate its commitment to training by ensuring maximum access to a wide range of training opportunities and by ensuring specialised training is provided where this is deemed necessary or desirable.
- 36.8.** Council is committed to the maximum use of existing training opportunities wherever possible and supports the work of bona fide organisations involved in this field.
- 36.9.** Principles
- 36.9.1.** The following principles shall apply with reference to the implementation of Council's employee training policy.
- 36.9.1.1.** All employees have the right to access adequate and appropriate ongoing training to enable them to undertake duties for which they are appointed.
- 36.9.1.2.** The training needs of employees should be addressed regularly in the normal course of supervision.
- 36.9.1.3.** The active participation of employees in determining their own training needs will ensure a more productive and satisfied workforce.
- 36.9.1.4.** Priority should be given to training which improves the skills and expertise of employees in their respective job roles or careers and which promotes the occupational health safety and welfare of all employees.
- 36.9.1.5.** Training should seek to address change which constantly occurs in today's workforce, including technological change.
- 36.9.1.6.** The Council will maintain a training policy.

37. CLAUSE 37 – ALLOWANCES AND EXPENSE REIMBURSEMENTS

37.1. Award Allowances

- 37.1.1.** All allowances payable under the Award have been included in the annual salary paid to employees, with the exception of allowances for Driver's Licence, First Aid, Meal, Tool, Health and Safety Representative, and Motor Vehicle.
- 37.1.1.1.** Drivers licence reimbursement will be paid in accordance with the Award.
- 37.1.1.2.** First aid attendant allowance will be paid in accordance with the Award to one designated first aid attendant from each of the following four (4) work areas: Open Spaces; Construction; Construction and Maintenance; and Depot-based. Expressions of interest from employees with current first aid certification will be sought from employees of each of the four (4) work areas and appointed by the employer for the duration of this Agreement.
- 37.1.1.3.** Meal allowance will be paid in accordance with the South Australian Municipal Salaried Officers Award.
- 37.1.1.4.** Tool allowance to the value of \$15.00 per week will be paid to employees where they provide their own pre-approved tools for the term of this Agreement subject to full acquittal of the allowance by 30 June each year.
- 37.1.1.5.** Health and Safety Representative allowance will be paid at the same rate as first aid attendant allowance in accordance with the Award to one designated Health and Safety Representative from each of the following work groups: Open Spaces; and Construction and Maintenance. Health and Safety Representatives will be elected in accordance with the *Work Health and Safety Act 2012*. The allowance will be paid to 'deputy' representatives when undertaking the Health and Safety representatives' role.
- 37.1.1.6.** Motor vehicle allowance will be paid in accordance with the Award.

37.2. Availability Allowance

- 37.2.1.** An employee directed to carry out availability duty must make themselves available on standby to attend work:
- 37.2.1.1.** From 4.00 pm Monday to Friday until 6.30 am on the following day; and/or
- 37.2.1.2.** All hours on weekend days and/or public holidays.
- 37.2.2.** Responding to enquiries by telephone or computer access, which do not require attendance, will not qualify employees on standby to receive the minimum call-out payment.
- 37.2.3.** The following allowances will be paid to an employee who is on standby:
- 37.2.3.1.** For ordinary working days, including Saturday until 6.30 am, an amount of \$30.00 per day will be paid;
- 37.2.3.2.** For weekend days and/or public holidays an amount of \$60.00 per day will be paid.

37.3. Trade Certificate Allowances

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

- 37.3.2.** Higher level qualifications in related fields will be accepted and deemed at the Certificate IV allowance eligibility rate. Those employees who possess a Certificate IV but no Certificate III, will be deemed at the Certificate III and Certificate IV allowance eligibility rate.
- 37.3.3.** Certificates from an Australian registered training organisation or recognised Australian education institution must be supplied along with a record of the units of competency and / or academic transcript.
- 37.3.4.** To be eligible, employees are required to use the skills and knowledge acquired through the completion of their certificates in their day-to-day duties.
- 37.3.5.** The allowance is only payable for either Horticulture/ Arboriculture, Conservation/Land Management, Automotive Mechanical Technology or Civil Construction, as per the employee's current section of employment – Open Space or Civil.
- 37.3.6.** The following allowances will be payable for the life of this Agreement and include percentage increases as per Clause 44 of this Agreement to be paid first pay period on or after 17 September 2023 and 2024.
 - 37.3.6.1.** Certificate III in Horticulture/Arboriculture: \$1,089.30 per financial year paid in fortnightly instalments.
 - 37.3.6.2.** Certificate IV in Horticulture/Arboriculture: \$1,633.95 per financial year paid in fortnightly instalments.
 - 37.3.6.3.** Certificate III in Conservation and Land Management: \$1,089.30 per financial year paid in fortnightly instalments.
 - 37.3.6.4.** Certificate IV in Conservation and Land Management: \$1,633.95 per financial year paid in fortnightly instalments.
 - 37.3.6.5.** Certificate III in Civil Construction: \$1,089.30 per financial year paid in fortnightly instalments.
 - 37.3.6.6.** Certificate IV in Civil Construction: \$1,633.95 per financial year paid in fortnightly instalments.
 - 37.3.6.7.** Certificate III in Automotive Mechanical Technology: \$1,089.30 per financial year paid in fortnightly instalments.
 - 37.3.6.8.** Certificate IV in Automotive Technology: \$1,633.95 per financial year paid in fortnightly instalments.
- 37.3.7.** The Trade Certificate Allowance will be paid in the financial year in which the certificate of attainment is dated.
- 37.3.8.** The Trade Certificate Allowance will continue to be paid to employee's who continue to be employed in their current role or when temporarily redeployed (maximum twelve (12) months) to another work team or undertaking worker's compensation return to work duties which is outside of their normal duties.
- 37.4.** Other Allowances
 - 37.4.1.** Employees who possess a boom type elevated work platform certificate and use in their day-to-day duties will have their classification under the Award upgraded to a Municipal Employee Grade (six) 6.
- 37.5.** Travel
 - 37.5.1.** When employees are required to travel away from home on business related activities, including training, the following will apply:
 - 37.5.1.1.** In cases where the necessity and level of accommodation has been agreed in advance and with reasonable notice (minimum seven (7) days, accommodation expenses will be paid by the employer prior to the employee accessing the accommodation.

- 37.5.1.2.** In the event that the employee has agreed to pay for accommodation, they will be reimbursed for the cost of the accommodation on presentation of a receipt.
- 37.5.1.3.** When an employee is entitled to a meal break, a meal allowance will be paid in accordance with clause 37.1.1.3 of this Agreement unless an adequate meal is provided by the employer, irrespective of whether a meal break, paid or unpaid, is taken.

37.6. Fares and Other Costs

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

38. CLAUSE 38 – UNIFORM AND PROTECTIVE CLOTHING

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

39. CLAUSE 39 – INCOME PROTECTION

- 39.1.** The Council will provide Group Personal Accident Insurance and Illness and Journey Injury Insurance through Local Government Risk Services for all employees covered by the Agreement.
- 39.2.** Employees accessing income protection and/or Journey Injury Insurance shall be considered to be on leave without pay and no leave entitlements will accrue while absent. The anniversary date for leave entitlements will remain the same for employees accessing income protection regardless of hours of income protection claimed.
- 39.3.** The period of time absent on income protection or Journey Injury Insurance will not break service.

40. CLAUSE 40 – SUPERANNUATION AND SALARY SACRIFICE

- 40.1.** The superannuation guarantee levy will be met by the employer.
- 40.2.** The parties agree that the HostPlus (previously Statewide Super) will be the default superannuation fund for employees. Employees will have the option of nominating (in writing) an alternative superannuation fund.
- 40.3.** The amount of employer superannuation contribution means:
 - 40.3.1.** Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Commonwealth); and
 - 40.3.2.** Any additional superannuation contributions that the employer agrees to pay in respect of an employee.
- 40.4.** Salary sacrificing of superannuation contributions shall be available to all employees.
- 40.5.** In recognition of contemporary human resource management practices and for employee attraction and retention purposes, Council also offers salary sacrificing for motor vehicle leasing.

- 40.6. 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 an arrangement.
- 40.7. Any such arrangement shall be by mutual agreement between each individual employee and employer, and approval by the employer shall not be unreasonably withheld.

41. CLAUSE 41 – VOLUNTARY PAYROLL DEDUCTION SERVICES

- 41.1. The current practice of allowing voluntary payroll deduction services for employees will be maintained free of charge for the duration of the Enterprise Bargaining Agreement 2022.
- 41.2. Voluntary payroll deductions currently allowed are listed below:
 - 41.2.1. Taxation (including extra tax and Child Support);
 - 41.2.2. Superannuation – super guarantee, voluntary and salary sacrifice;
 - 41.2.3. Electronic funds transfer to various accounts;
 - 41.2.4. Vehicle leasing via salary sacrifice
 - 41.2.5. Private health insurance
 - 41.2.6. Union Fees
 - 41.2.7. City of Victor Harbor Social Club Fees
 - 41.2.8. Sundry debtor invoices (City of Victor Harbor only)
 - 41.2.9. Council rates (City of Victor Harbor only).

42. CLAUSE 42 – ANNUAL LEAVE LOADING

- 42.1. The parties agree that annual leave loading shall be paid to all employees on the first pay period of December.
- 42.2. An employee who has not accrued a full twelve (12) month entitlement as at 30 November, shall be paid pro-rata annual leave loading.
- 42.3. Upon termination of employment, pro-rata annual leave loading shall be paid on accrued annual leave, unless the employee is summarily dismissed due to serious misconduct
- 42.4. Employees shall be entitled to payment of annual leave loading based on the employee's annual salary as at the 30 November of each year.

43. CLAUSE 43 – ENTITLEMENT TO CASH OUT ANNUAL LEAVE

- 43.1. The parties agree that in the interest of healthy work life balance and Work Health and Safety, all efforts must be made to facilitate the taking of annual leave entitlements within a year of accrual as required by the Award.
- 43.2. Notwithstanding, the intent of this clause is to facilitate the cashing out of annual leave when special circumstances arise, such as an employee's request to permanently reduce their working hours or a temporary work situation such as a special project which makes the taking of annual leave difficult in that particular year.
- 43.3. An employee may request to cash out an accrued entitlement to annual leave if:
 - 43.3.1. The employee makes a request in writing to cash out the amount of annual leave; and
 - 43.3.2. The employee has an annual leave balance greater than 228 hours (or pro rata for part time employees) at the time of the request.
 - 43.3.3. The leave cashed out would not result in the employee reducing their annual leave accrual to less than 152 hours (or pro rata for part time employees), as at the date of the cashing out.

- 43.3.4.** The cashed out leave is paid at the employee's ordinary time rate of pay as at the date on which the cashing out occurs.
- 43.4.** When considering whether to grant a request to cash out annual leave, Council will consider all relevant matters including but not limited to:
 - 43.4.1.** The intent of this clause;
 - 43.4.2.** Whether the Employee has exhausted their entitlement to other forms of paid leave;
 - 43.4.3.** The Employee's taking of leave entitlements for the previous three (3) years; and
 - 43.4.4.** The special or extenuating circumstances.
- 43.5.** If leave cashed out is due to special or extenuating financial circumstances, the equivalent TOIL or leave without pay entitlement will be afforded to the employee.

44. CLAUSE 44 – PAY INCREASES

- 44.1.** Upon registration with regard to the general intent and principles of the Enterprise Bargaining Agreement, the employer agrees to pay all employees covered by the Award:
 - 44.1.1.** An increase of 4.7% per annum from the first full pay on or after the 17 September 2022 or if this Agreement has not been successfully voted by 30 September 2022, the increase will be applied from the first full pay after the date of a successful vote in relation to this Agreement;
 - 44.1.2.** A further increase equivalent to the increase in the Consumer Price Index for All Groups Adelaide for the twelve (12) month period ending 31 December 2022, from the first full pay on or after 17 September 2023;
 - 44.1.2.1.** Should the change in the Consumer Price Index for the twelve (12) month period ending 31 December 2022 be negative, there will be no reduction in wage rates.
 - 44.1.3.** A further increase equivalent to the increase in the Consumer Price Index for All Groups Adelaide for the twelve (12) month period ending 31 December 2023 as issued by the Australia Bureau of Statistics from the first full pay on or after 17 September 2024.
 - 44.1.3.1.** Should the change in the Consumer Price Index for the twelve (12) month period ending 31 December 2023 be negative, there will be no reduction in wage rates.

45. CLAUSE 45 – NO FURTHER CLAIMS


- 45.1.** All parties undertake that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 45.2.** This Enterprise Bargaining Agreement shall not preclude increases granted by the Federal or State Wage Cases for economic adjustment purposes from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

SIGNATORIES

THIS AGREEMENT is made at


DATED this 5th day of October 2022

Signed for and on behalf of the City of Victor Harbor)

)

Acting Chief Executive Officer)

In the presence of:)

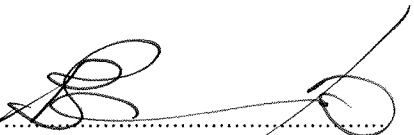
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Witness)

5.10.2022

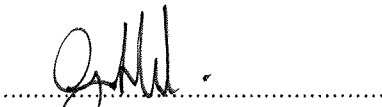
Signed for and on behalf of the Amalgamated Australian)

Workers' Union, South Australian State Union)

)

Branch Secretary)


In the presence of:)

)


Witness)

7.10.2022

Signed for and on behalf of)
Non Australian Workers' Union Employees)


.....)
Scott Pearsons)
Employee Representative)

In the presence of:)


.....)
Witness)

5.10.2022
...../2022

LOCAL GOVERNMENT EMPLOYEES AWARD**SALARY REGISTER 17/09/2022***(The salaries below are rounded to the nearest whole dollar)*

GRADE	INCREMENT		SALARY (PER ANNUM)			
			<i>Current</i> 17/09/2021	<i>4.7% increase</i> 17/09/2022	<i>CPI increase</i> 17/09/2023	<i>CPI increase</i> 17/09/2024
Grade 1	Yrs service	1	51,016	53,414		
		2	51,682	54,111		
		3	52,337	54,797		
Grade 2	Yrs service	1	53,115	55,611		
		2	53,782	56,310		
		3	54,437	56,996		
Grade 3	Yrs service	1	55,264	57,861		
		2	55,931	58,560		
		3	56,586	59,246		
Grade 4	Yrs service	1	57,857	60,576		
		2	58,524	61,275		
		3	59,179	61,960		
Grade 5	Yrs service	1	59,637	62,440		
		2	60,305	63,139		
		3	60,958	63,823		
Grade 6	Yrs service	1	61,156	64,030		
		2	61,824	64,730		
		3	62,478	65,414		
Grade 6	Landfill		63,948	66,954		
Grade 7		1	62,674	65,620		
		2	63,342	66,319		
		3	63,998	67,006		

LOCAL GOVERNMENT EMPLOYEES AWARD**SALARY REGISTER 17/09/2022***(The salaries below are rounded to the nearest whole dollar)*

GRADE	INCREMENT		SALARY (PER ANNUM)			
			<i>Current</i> 17/09/2021	<i>4.7% increase</i> 17/09/2022	<i>CPI increase</i> 17/09/2023	<i>CPI increase</i> 17/09/2024
Grade 8	Yrs service	1	64,073	67,084		
		2	64,738	67,781		
		3	65,393	68,466		
Grade 8	Landfill		68,764	71,996		
Grade 9	Yrs service	1	65,620	68,704		
		2	66,342	69,460		
		3	67,072	70,224		
Grade 10	Yrs service	1	67,305	70,468		
		2	68,046	71,244		
		3	68,794	72,027		
Grade 11	Yrs service	1	69,036	72,281		
		2	69,796	73,076		
		3	70,564	73,881		
Grade 12	Yrs service	1	70,810	74,138		
		2	71,589	74,954		
		3	72,373	75,775		

APPENDIX 1

REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1.** Council shall endeavour to provide ongoing employment in accordance with clause 16 of this Agreement to any employee whose position is found to be excess to requirements.
- 1.2.** The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3.** To facilitate redeployment, employees will:
 - 1.3.1.** Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - 1.3.2.** Be encouraged to apply for vacant positions at any lever provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate manager and it is consistent with their skills and interests.
 - 1.3.3.** At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
 - 1.3.4.** Notwithstanding the contents of these guidelines, the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

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

3. RESPONSIBILITY

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

4. MANAGEMENT OF REDEPLOYMENT

- 4.1.** In accordance with clause 16 of this Agreement, appropriate consultation will occur prior to the introduction of change.
- 4.2.** When an employee occupies a position that is declared redundant as a result of the process detailed in clause 16 to requirements, the existing or nominated supervisor shall:
 - 4.2.1.** Give the employee written confirmation of the change to their employment conditions;
 - 4.2.2.** Retain responsibility for the administration and welfare of the employee until redeployment or the date of redundancy;
 - 4.2.3.** Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.3.** The priority in redeployment is to place the employee in a position of equal full time equivalent (FTE) to their current employment that is acceptable to the employer and the employee. To facilitate this the following options will be considered:
 - 4.3.1.** Same job type;
 - 4.3.2.** Same work level;

- 4.3.3. Similar job type or work level (same rate of pay), minor skill difference that can be learnt in three (3) to six (6) months;
- 4.3.4. Different job type*;
- 4.3.5. Different work level*.

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

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

- 4.4.1. Advising redeployees of appropriate job opportunities;
- 4.4.2. Arrange a skill survey for each redeployee;
- 4.4.3. Providing appropriate support and counselling as required;
- 4.4.4. Redeployees are properly informed of their employment status;
- 4.4.5. That the Consultative Committee (includes Unions) is kept informed as appropriate (subject to affected employee's agreement); and
- 4.4.6. Identified training needs are completed.

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

- 4.5.1. Supporting employees redeploying to their department/section;
- 4.5.2. Arranging for employees redeployed to their department/section to be properly inducted into the local work environment paying particular attention to Work Health and Safety issues;
- 4.5.3. Arranging appropriate training for employees who have been redeployed to their department/section;
- 4.5.4. Preparing ongoing feedback on performance and development;
- 4.5.5. Temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYMENT REQUIRING REDEPLOYMENT

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

- 5.1.1. To fully inform themselves of the various options available;
- 5.1.2. To actively and positively seek an approved position compatible with their skills;
- 5.1.3. To seriously consider any positions offered by the employer;
- 5.1.4. To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. TRAINING

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

7. TEMPORARY PLACEMENT

- 7.1. Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placement to meet customer service needs. Placement of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2. Where possible temporary placements should be of a reasonable duration, not exceeding four weeks.

7.3. Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

8. PROCEDURE

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

8.1.1. Facilitate a skill survey is conducted for each redeployee.

8.1.2. Advise each employee of potential vacancies.

8.1.3. Monitor implementation of training plans.

8.1.4. Inform redeployees of these guidelines.