

SOUTHERN MALLEE DISTRICT COUNCIL (ASU) ENTERPRISE AGREEMENT, NO: 7 OF 2013

File No. 2272 of 2014

**This Agreement shall come into force on and from
22 May 2014 and have a life extending for a period
of until 31 December 2014 therefrom.**

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



DATED 22 MAY 2014.

COMMISSION MEMBER



**SOUTHERN MALLEE DISTRICT COUNCIL (ASU) ENTERPRISE AGREEMENT,
NO: 7 of 2013**

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SECTION 1 : AGREEMENT REGULATION AND ADMINISTRATION

1.1 TITLE

This Agreement shall be known as the Southern Mallee District Council (ASU) Enterprise Agreement, No: 7 of 2013.

1.2 PARTIES BOUND

This Agreement is binding on:

- 1.2.1 The Southern Mallee District Council in respect of all employees employed pursuant to the Award.
- 1.2.2 The Amalgamated ASU (SA) State Union and its members employed at Southern Mallee District Council.

1.3 PERIOD OF OPERATION

- 1.3.1 This agreement shall commence from the date of certification and shall remain in force until 31st December 2014. However, the salary increase provided for in clause 4.1 shall commence from the first full pay period on or after 1 July 2013.
- 1.3.2 Review and negotiation of this agreement by the Enterprise Bargaining Unit shall commence not less than 3 months prior to its expiry.

1.4 RELATIONSHIP TO CURRENT AWARD

- 1.4.1 This Agreement shall be read in conjunction with the terms of the South Australian Municipal Salaried Officers Award provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.
- 1.4.2 Council is committed, during the life of this Agreement and in its re-negotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of the Award and this Agreement shall apply to new employees as they do to current employees.
- 1.4.3 This Agreement supersedes the Southern Mallee District Council (ASU) Enterprise Agreement No. 6 of 2010.

1.5 DEFINITIONS

'Award' shall mean the South Australian Municipal Salaried Officers Award.

'Employer/Council shall mean the Southern Mallee District Council.

'Union' shall mean the Amalgamated ASU (SA) State Union known as the Australian Services Union, (ASU).

'Employee' means an employee of the Council who performs work covered by this Agreement and the Award.

'Field Officers' means Technical Services Officers (excluding Works Manager).

'Enterprise Bargaining Unit' shall consist of equal representation from Management and Employees (minimum of two each and at least one employee will be a union member).

'Agreement' means the Southern Mallee District Council (ASU) Enterprise Agreement, No. 7 of 2013.

'Consultation' is the sharing of information and the exchange of views between the parties and includes genuine opportunity to contribute effectively to all decision-making processes.

'Workplace Representative' shall mean a Union member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

'Management' shall be deemed to be Council and the Chief Executive Officer.

'Salary', for the purpose of wage increases shall mean current enterprise agreement salary.

'Salary', for the purpose of Clause 3.4 "Employment security" shall mean remuneration including superannuation payment, use of vehicle and regular overtime, allowances, housing benefit and the like.

'Child Care Service' means the Mallee Mobile Child Care, Out of School Hours Care & Vacation Care Services of the Southern Mallee District Council and shall include the Child Care Manager, Full time

permanent employees, part-time permanent employees, casuals and relief staff. A Local Area Workplace Agreement outlining the terms and conditions relating to these employees is shown at Schedule 1.

1.6 NO FURTHER CLAIMS

- 1.6.1 The 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.
- 1.6.2 This Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.
- 1.6.3 This Agreement shall not operate to cause an employee to suffer a reduction in ordinary time earnings, or departures from the Standards of the Industrial Relations Commission of South Australia in regards to hours of work, annual leave with pay or long service leave with pay.

SECTION 2: AIMS AND OBJECTIVES

2.1 AIM AND OBJECTIVES OF THE AGREEMENT

The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within Southern Mallee District Council.

The objectives are to:-

- 2.1.1 Encourage and develop a high level of skill, innovation and excellence amongst all employees through the provision of training and skills improvement programmes.
- 2.1.2 Develop a high degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 2.1.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 2.1.4 Promote measures to eliminate industrial disputation, absenteeism and lost time injury by the design of jobs which provide a safer and more enjoyable working environment.
- 2.1.5 Eliminate unproductive time.
- 2.1.6 Provide employees with a quality work environment and with improved job satisfaction.
- 2.1.7 Promote open and honest communication in all aspects of Council operations.

SECTION 3 EMPLOYEE RELATIONS MANAGEMENT

3.1 EMPLOYEE RELATIONS

- 3.1.1 All parties recognise the need to maintain mutual trust and understanding and, within delegated authority, an autonomic relationship to improve relations throughout the organisation.
- 3.1.2 The parties agree that consultation is viewed as essential to any change. Management recognises the need for employee commitment to achieve effective improvements in productivity and efficiency.
- 3.1.3 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 and is therefore committed to the consultation process.
- 3.1.4 It is recognised that communication and consultation is an important issue to be considered in Management/employee relations. It is important that all staff meet at six monthly intervals (initially three months from certification of agreement) to discuss any issues of concern which will be brought to the attention of management.
- 3.1.5 Parties agree that participation by employees is vital in decisions that involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.

3.2 CHANGE MANAGEMENT

- 3.2.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.
- 3.2.2 For the purpose of this Agreement "change" is deemed to include but is not limited to any or all of the following:
- change to work practices
 - introduction of new technology and equipment
 - change in workforce size and/or structure
 - resource sharing
 - consideration of alternative service delivery
- 3.2.3 As soon as change is considered, there will be consultation involving all parties who may be affected by the change. Full staff meetings shall remain the appropriate forum for consultation between Council and its employees. There will be full, open and honest disclosure of all information relevant to the proposed change.
- 3.2.4 Employees directly affected by management's plans and/or their nominated Union Representatives will be consulted regarding these plans and their implementation.

3.2.5 Consultation will include both verbal and written communication. The Council shall provide in writing to the employees and their Union all relevant information concerning the proposed change, including the expected effects on employees. The employees and the Unions input through consultation will be genuinely considered before finalising plans and implementation.

3.3 PROBATION

3.3.1 All employees shall be on probation for a term of six months from initial engagement with the employer.

3.3.2 At the conclusion of the term of six months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.

3.3.3 In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the employer.

3.4 EMPLOYMENT SECURITY

3.4.1 General Principles

3.4.1.1 For the period of this Agreement, there shall be no forced redundancies.

3.4.1.2 Should the Southern Mallee District Council amalgamate with any other District Council:

3.4.1.2.1 Employees at the Southern Mallee District Council are guaranteed that there will be no forced redundancies.

3.4.1.2.2 Employees are guaranteed that their work will commence and end at the workplace where the employee was employed prior to the amalgamation.

3.4.1.2.3 Any determination being made regarding redundant positions will be made by the organisation in conjunction with the Union.

3.4.1.2.4 The means of adjustment in those situations where organisational change results in positions being no longer required will be dealt with in the following way:

(i) Natural attrition

(ii) Redeployment to a position of the same classification level

(iii) Redeployment to a position of lower classification level with income maintenance

(iv) Voluntary separation package

3.4.1.2.5 Where positions are declared redundant, the employee may choose either a voluntary separation package or be redeployed in accordance with the provisions of sub clauses 3.4.3 and 3.4.2.

However, employees are entitled to a voluntary separation package at any stage of the process.

3.4.2 Redeployment of Council Employees

- 3.4.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position, however, the redeployment positions offered must be within a remuneration level no more than one award level less than that received by the employee in their discontinued position.
- 3.4.2.2 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances due under the pre-redeployment position and shall also receive Award, Agreement and other general increases.
- 3.4.2.3 The first twelve months in a redeployed position shall be for a trial period during which time Council will keep open the right of the redeployee to access a voluntary separation package (as outlined in 3.4.3 below).

3.4.3 Voluntary Separation Package

Should an employee elect to take a voluntary separation package, such package shall comprise:

- * 10 weeks salary in lieu of notice.
- * 3 weeks of total weekly salary as severance payment for each year of continuous service or part thereof reconciled to the nearest pay fortnight in Local Government. Maximum of 104 weeks.
- * an amount up to \$3000 for the purposes of outplacement counselling being paid on producing receipts for outplacement counselling and for vocational certificate courses for a period of 1 year.
- * Pro rata Long Service Leave, calculated for the period of actual employment, shall be paid whether or not the employee has worked 7 years continuous service. Payment shall be made for any incomplete year of service on a pro rata basis.

3.4.4 Office Location

The employer acknowledges the existing historical terms of employment that some individual employees have which aren't available to other employees today. For the purpose of ensuring certainty to all employees on the different employment terms negotiated between the employer and employees over time, the following employment security statement is made by the employer.

Unless otherwise agreed in writing with an individual employee, any employee required to commence work at another office or location that is different to their normal place of work and it is further to travel to that location, the extra travel time will be undertaken in the employee's own time, but the employee is eligible for mileage paid in accordance with the rate set out in the Award.

3.5 DISPUTE RESOLUTION

- 3.5.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work, the following procedure shall be observed:

- 3.5.2 Employee(s) should in the first instance seek to resolve any disputes with the relevant Supervisor. Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned.
- 3.5.3 If the dispute remains unresolved then assistance will be sought from the Chief Executive Officer, who may appoint an independent mediator and an Official from the Union.
- 3.5.4 If the issue still remains unresolved Council and the employee shall jointly appoint an independent mediator to assist with the dispute.
- 3.5.5 If the issue still remains unresolved either party may refer the matter to the Industrial Relations Commission of South Australia for conciliation and /or arbitration.
- 3.5.6 The employee may seek assistance from a workplace representative or union industrial officer at any stage throughout the process and nothing in this clause prevents the union from raising matters directly with Council management.

3.6 CONTINUOUS IMPROVEMENT

- 3.6.1 The management and employees agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The council and employees are committed to implementing change to improve work systems, processes and procedures and recognize that there may be a need to redesign work systems and procedures with a view to improving service and delivery, productivity, effectiveness and legibility.
- 3.6.2 The management and employees will cooperate with the Enterprise Bargaining Unit to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 3.6.3 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 3.6.4 The Enterprise Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 3.6.5 Where any potential improvements are identified, they are to be discussed with staff with a view to implementation.

3.7 MULTI-SKILLING

All parties recognise it is desirable for staff to continue to familiarise themselves with duties of other employees. This allows them to readily take on such duties whilst other employees are absent on leave or for other purposes, where the employee possesses the requisite skills and knowledge to perform the duties. This of course will be subject to occupational health and safety requirements being met and the provisions of the Award relating to higher duties shall apply.

3.8 RESOURCE SHARING

Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

3.9 STAFF APPRAISAL

- 3.9.1 A Staff Development and Appraisal System will be introduced by the Enterprise Bargaining Unit (as defined).
- 3.9.2 The Staff Development and Appraisal System will be embraced by all employees and management for the mutual benefit of employees and Council.
- 3.9.3 The mutual success of the Staff Development and Appraisal System process will be judged by;
 - 3.9.3.1 The total commitment by employees and management to the process;
 - 3.9.3.2 A genuine acceptance of any conclusions from the process;
 - 3.9.3.3 Preparedness to correct any adverse issues emanating from the process;
 - 3.9.3.3 The active participation by employees in the process and any agreed outcomes.
 - 3.9.3.4 Should the process identify the need for any employee or employees to receive training then the training issue is to be considered as part of the Council's annual training arrangements.
- 3.9.4 The Staff Development and Appraisal System will be conducted annually.

3.10 WORK HEALTH AND SAFETY

- 3.10.1 All employees of the Council will be ensured a safe working environment at all times.
- 3.10.2 The employer and the Union will fully cooperate to achieve high standards of work, health and safety.
- 3.10.3 The parties recognise safety education and safety programs will be fundamental in achieving this objective.
- 3.10.4 There will be strict compliance with all Acts and Regulations, Industry Codes of Practice and other relevant occupational health and safety guidelines so as to provide and maintain a safe working environment.

3.11 TRAINING

- 3.11.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 3.11.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.

- 3.11.3 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 3.11.4 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training responses.

3.12 CAREER PATH FOR EMPLOYEES

All vacancies arising at Council below Level 6 General Officers Stream will be advertised internally in the first instance. If an internal applicant satisfies the criteria for selection they shall be appointed. If no internal applicant satisfies the criteria then the position may be advertised externally.

3.13 WORKPLACE REPRESENTATIVES

3.13.1 Recognition by Employer of Workplace Representative Role:

3.13.1.1 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes.

3.13.1.2 Discussion with other Union members of any matter pertaining to the work they perform or work related issues.

3.13.1.3 Discussion with duly accredited full-time officers of the Union on matters referred to above.

3.13.1.4 Receiving advice from the Union.

3.13.2 For the purpose of carrying out the functions under Clause 3.12 Union Workplace Representative(s) shall be allowed to devote a reasonable amount of time to discussion of Union matters with officers of the Union, members of the Union and more senior personnel at the workplace.

3.13.3 To assist the Workplace Representative(s) to successfully fulfill the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, fax/email facilities, interview rooms and/or a secure place to keep Union information.

3.13.4 ASU workplace representative(s) shall be allowed time off to attend meetings and training at the discretion of the workplace representative(s) and their direct manager.

3.14 RIGHT OF ENTRY

3.14.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement. The Union shall give 24 hours of notice of the intention to enter the premises if the visit is in direct relation to a payroll issue.

3.14.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in sub-clause 3.14.1 above provided that the official does not hinder or obstruct any employee in performing his/her work during working time.

3.14.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed between the parties to this Agreement.

SECTION 4 SALARIES AND RELATED MATTERS

4.1 SALARY INCREASES

Upon certification of this enterprise agreement the Council shall pay a salary increase implemented in the following stages:

From the first pay period on or after 1st July 2013 an increase of two and one quarter (2.25%) percent on the employee's salary current at time of certification of this Agreement.

From the first pay period on or after 1st July 2014 a further increase of two and one half (2.5%) percent, that shall include all and any adjustments for the compulsory superannuation guarantee levy.

A schedule outlining the salary rates relating to the above percentages are shown in Appendix 1.

4.2 SUPERANNUATION

4.2.1 The employer must pay superannuation contributions in respect of each employee into the StatewideSuper.

4.2.2 For the purpose of this Clause:

"superannuation contributions" means:

4.2.2.1 contributions which the employer is required to pay under the terms of the rules governing theStatewideSuper,

4.2.2.2 contributions which the employer must pay to the 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,

4.2.2.3 3% of the employees ordinary time earnings,

4.2.2.4 any additional superannuation contributions which the employer agrees to pay in respect of an employee.

4.2.3 Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary (including Award or Enterprise Agreement based salary) to theStatewideSuper:

4.2.3.1 Any such arrangements shall be by mutual agreement between the employee and the Council provided that approval by the Council shall not be unreasonably withheld.

- 4.2.3.2 The application shall be in writing and detail the amount of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for his/her on going living expenses.
- 4.2.3.3 The individual agreement to salary sacrifice may at any time be rescinded by the employee.
- 4.2.3.4 The employee shall bear the responsibility and cost associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 4.2.3.5 The employees' substantive salary for all purposes (such as, but not limited to, Award and enterprise Agreement entitlements, superannuation, leave, annual leave loading, penalties etc.) shall be the pre-sacrificed salary.

4.3 FLEXIBLE EMPLOYMENT SCHEMES

- 4.3.1. The parties recognise the mutual benefits to Council and its employees, which are created by greater opportunities for job sharing and part time work as:
 - 4.3.1.1 Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.
 - 4.3.1.2 The Council will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.
- 4.3.2 The parties to this Agreement will support Job sharing which is entered into by genuine mutual agreement.
- 4.3.3 All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Council will consider all applications on their merit, taking into account operational arrangements and practicalities.
- 4.3.4 Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

4.4 JOURNEY INSURANCE

Employees acknowledge Councils provision of 24 hour Journey Insurance cover. Any absences incurred while the employee is absent from work due to a journey insurance claim will be treated as continuous service in accruing sick leave, annual leave, long service leave, etc.

4.5 PAYROLL DEDUCTIONS

The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

4.6 FIELD OFFICERS

- 4.6.1 All parties agree that the role of Field Officers is to achieve the maximum utilisation of all resources available to the Council.

- 4.6.2 Subject to Work Health and Safety requirements being properly met the Field Officers shall, if they possess the requisite skills and/or qualifications, be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources

4.7 UNIFORMS/CORPORATE WARDROBE

- 4.7.1 Council to provide the Chief Executive Officer, Manager Corporate Services, Environment and Community Services Officer (or equivalent positions) and Administration Staff with the provision of up to \$546 each for establishment in the first year of service and up to \$546 each for maintenance (adjusted annually in March by CPI and inclusive of GST) annually towards the Local Government Corporate Wardrobe; or
- 4.7.2 Council to provide the Works Manager (or equivalent position) with the provision of up to \$546 for establishment in the first year of service and up to \$546 for maintenance (adjusted annually in March by CPI and inclusive of GST) towards a combination of Local Government Corporate Wardrobe and Southern Mallee District Council Corporate Wardrobe, or
- 4.7.3 Council to provide Field Officers with the Southern Mallee District Council Corporate Wardrobe and Council agrees to supply at no charge three trousers, four long sleeve shirts, one pair of overalls, protective footwear and two jumpers with the clothing and footwear replaced on a fair wear and tear basis. The corporate wardrobe will be reviewed on a biennial basis, established at the 1st August each year. The clothing will be worn at all times on Council duty, and reasonable care and use of the clothing will be taken. Where there is reason to believe that the clothing would get unreasonably dirty or damaged, overalls will be worn. The uniform will not be worn outside of working hours unnecessarily.
- 4.7.4 Temporary and casual staff will not be expected to wear uniforms and will not be eligible for any reimbursement.
- 4.7.5 All entitlements become payable after the six month probation period has been successfully completed, excluding contract staff.
- 4.7.6 Council to provide contract employees with uniform allowance on a pro-rata system e.g. 6m contract = \$273.00 uniform allowance.
- 4.7.7 Council to provide new permanent employees with a starter uniform pack.

4.8 TRAVEL

- 4.8.1 Outside of normal working hours all parties agree that time spent travelling on authorised Council business, outside the Council district, e.g. conferences, training sessions or meetings, be shared equally between the employee's and Council's time where circumstances are appropriate.
- 4.8.2 When using the Council car for authorised Council business, e.g. conferences, training sessions or meetings, employees may use, responsibly, the vehicle for personal business.
- 4.8.3 Where an employee, after mutual agreement, is required to use their private vehicle for Council's benefit, within the Council district, the employee shall be recompensed for that travel in accordance with the rates set out in Clause 4.4.5 of the Award. Time taken for this travel shall be undertaken in paid time in a manner agreed between the employer and employee.

- 4.8.4 Employees may negotiate to take their own private vehicle on authorised Council business, e.g. conferences, training sessions or meetings, and be reimbursed in accordance with the Award.
- 4.8.5 Where Council vehicle is not available travel allowance is in accordance with the Award.
- 4.8.6 In the event of a future Council amalgamation employees who are required to operate from a work location further from their home than their pre-amalgamation work location, shall be recompensed for the additional travel in accordance with the rates set out in Clause 4.4.5 of the South Australian Municipal Salaried Officers Award. Time taken for the additional travel shall be undertaken in paid time, in a manner agreed between the employer and employee.

4.9 INCREMENTS FOR PART TIME WORKERS

Part time employees shall progress through the incremental steps of the classification levels each twelve months following their anniversary date. They shall receive the full value of the increase to the next increment which will then be applied according to the hours worked.

SECTION 5: HOURS OF WORK

5.1 HOURS OF WORK

- 5.1.1 This clause shall exclude the part-time employee working at the Geranium Community Library, who shall continue to operate under the Award provisions.
- 5.1.2 All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors.
- 5.1.3 Hours of work shall be 76 hours per fortnight to be worked between the span of 7.00am to 7.00pm, Monday to Friday, with the following daily breaks taken at the work station:

Morning Tea	15 minute break
Afternoon Tea	10 minute break
- 5.1.4 The current hours arrangements shall continue to apply in regard to the 19 day 4 week period and 9 day fortnight (Works Manager and Field Officers). The ordinary hours of work for employees on a 19 day 4 week period shall be 8 hours per day.
- 5.1.5 Work outside of the normal start and finish times of employee(s) shall only be carried out under the direction of the employer with the genuine agreement of the employee(s) involved.
- 5.1.6 Nothing in this clause shall over-ride clause 6.1.8 of the Award which provides for officers who exercise direct control over other employees working the same hours as those other employees, provided such hours do not exceed 152 hours over a four week period.
- 5.1.7 Schedule 1 provisions shall apply to employees engaged in the provision of child care services.

SECTION 6: LEAVE

6.1 LONG SERVICE LEAVE

Where a staff member's contracted weekly hours are increased or decreased then long service leave accrued from their commencement date shall be calculated and preserved, provided however that in the case of a casual staff member, the provisions of the long service leave act shall apply. Long Service Leave shall be paid at the employee's rate of pay when taking the leave.

6.2 SICK LEAVE

Accrued sick leave will be paid out at the employees' ordinary rate of pay on retirement, permanent disability, resignation from Local Government, death or redundancy at the rate of 20% of sick leave days accumulated with the Southern Mallee District Council (this includes leave accumulated with the former District Council of Pinnaroo and District Council of Lameroo). If an employee resumes work with another Council within 13 weeks from ceasing work with the Southern Mallee District Council, the accumulated transferable sick leave shall be reduced by 20%

6.3 SPECIAL LEAVE

- 6.3.1 Council recognises that employees may require access to additional leave over and above their paid leave entitlements of annual leave, sick leave and long service leave.
- 6.3.2 Employees may therefore apply for Special Leave (with or without pay) for reasons such as care of family members, sickness, professional development and extended holidays.
- 6.3.3 The granting of Special Leave will be subject to the discretion of council and will take account of such issues as:
 - 6.3.3.1 The amount of other paid leave accrued.
 - 6.3.3.2 The employee's length of service.
 - 6.3.3.3 The amount of leave requested.
 - 6.3.3.4 The organisation's circumstances prevailing at the time, including organisational constraints, workloads, availability of suitable qualified staff.
- 6.3.4 Notwithstanding the above, leave will not be unreasonably denied.

6.4 FAMILY RESPONSIBILITY/PERSONAL/SPECIAL LEAVE

- 6.4.1 In recognition of the needs of employees with family responsibilities, or those faced with minor emergencies, a maximum 5 days per year paid leave, shall be available to employees. This leave shall be taken as part of the employees' personal sick leave entitlement.
- 6.4.2 This leave is for employees who require time away from work due to the illness of a family member or significant other person, or for other urgent personal or family needs.

6.4.3 Nothing in this clause shall serve to diminish the rights contained in Clause 6.8 Family Leave in the Award.

6.5 STUDY LEAVE

6.5.1 Employees undertaking courses of study shall be permitted time off with pay of up to five hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:

6.5.1.1 that such courses are appropriate to local government;

6.5.1.2 that such courses and the method of undertaking such courses are approved and authorised by the employer.

6.5.2 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/ assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in sub-clause 1 hereof.

6.5.3 Where an employee is required by the employer to undertake a course of study or attend a training course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such course.

6.5.4 Where an employee considers that leave approval, available pursuant to Clause 6.6 hereof, has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided in Clause 3.4 of this Agreement.

6.6 ROSTERED DAYS OFF

The employer and all employees shall adopt a flexible approach to rostered days off with any variation being by mutual agreement between employer and relevant employee(s). In the event that a rostered day off is not taken on the normally agreed due date, this rostered day off will be taken at some other mutually agreed time, however rostered days off can only accrue up to a maximum five days.

6.7 GRACE DAYS

Employees shall be allowed three days paid leave each year in addition to statutory public holidays and leave entitlements. These days shall be taken off between Christmas Day and New Years Day except employees have the option of retaining one day to be taken on the occasion of the Pinnaroo Show. Notice shall be given by employees to their supervisor by the Friday prior to the Pinnaroo Show if they intend to attend the Pinnaroo Show.

6.8 TIME IN LIEU

The employer and all employees shall adopt a flexible approach to time in lieu days off by mutual agreement between employer and relevant employee(s). However time in lieu days off can only accrue up to a maximum of 5 days (38 hours).

6.9 PARENTAL LEAVE

"This clause shall be read in conjunction with clause 6.5 of the award and nothing within this clause shall serve to diminish the rights contained within that award clause."

An employee (excluding casual employees) shall be granted parental/adoption leave for a period consecutive period of up to fifty two weeks (52 week) of which the employer will provide a portion of paid leave in the case of the primary care giver, provided that:

1. The employee has completed 24 months of continuous service with the employer immediately prior to qualifying for the paid parental/adoption leave;
2. The employee applied in writing to the Chief Executive Officer for paid parental/adoption leave, including a certificate from a qualified medical practitioner stating the expected date of birth of the child (or statutory declaration for adoption);
3. In the case of the primary carer, the paid component of parental leave shall be four (4) weeks;
4. In the case of the non primary care giver, the paid component of parental leave shall be two weeks.

The employer reserves the right to pay only a 'top up' parental leave payment to a maximum monetary value of the parental leave entitlement available under this clause should the Federal introduce a universally paid parental leave scheme.

SECTION 7 SIGNATORIES

7.1 SIGNATORY PAGE

Signed for an on behalf of SOUTHERN MALLEE DISTRICT COUNCIL

CHIEF EXECUTIVE OFFICER

on this day of 2013

Signed for an on behalf of AUSTRALIAN SERVICES UNION

BRANCH SECRETARY

on this day of 2013

Appendix 1

Salary Rates

SOUTHERN MALLEE DISTRICT COUNCIL WAGE RATES

Classification	Existing	1/07/2013	1/07/2014
General Officers		2.25%	2.50%
			(NOTE: Section 4.1)
Level 1A Step 1	38,730.64	39,602.08	40,592.13
Step 2	40,043.45	40,944.42	41,968.03
Step 3	41,354.65	42,285.13	43,342.25
Step 4	43,981.91	44,971.50	46,095.79
Level 1 Step 1	45,598.21	46,624.17	47,789.77
Step 2	46,691.95	47,742.52	48,936.08
Step 3	48,220.59	49,305.55	50,538.19
Step 4	49,864.45	50,986.40	52,261.06
Step 5	51,501.84	52,660.63	53,977.15
Step 6	53,140.84	54,336.51	55,694.92
Level 2 Step 1	54,804.17	56,037.27	57,438.20
Step 2	56,444.79	57,714.79	59,157.66
Step 3	58,085.41	59,392.34	60,877.14
Step 4	59,726.03	61,069.87	62,596.61
Level 3 Step 1	61,363.40	62,744.08	64,312.68
Step 2	63,002.40	64,419.95	66,030.45
Step 3	64,644.66	66,099.16	67,751.64
Step 4	66,286.89	67,778.34	69,472.80
Level 4 Step 1	67,922.64	69,450.90	71,187.17
Step 2	69,561.65	71,126.79	72,904.96
Step 3	71,205.50	72,807.63	74,627.82
Step 4	72,846.12	74,485.16	76,347.28
Level 5 Step 1	74,485.12	76,161.03	78,065.06
Step 2	76,127.37	77,840.24	79,786.24
Step 3	77,766.37	79,516.11	81,504.02
Level 6 Step 1	80,500.72	82,311.99	84,369.78
Step 2	83,231.85	85,104.56	87,232.18
Step 3	85,967.83	87,902.11	90,099.66
Level 7 Step 1	88,700.58	90,696.34	92,963.75
Step 2	91,433.32	93,490.57	95,827.83
Step 3	94,166.05	96,284.79	98,691.91

Level 8 Step 1	97,447.30	99,639.87	102,130.87
Step 2	100,726.92	102,993.28	105,568.11
Step 3	104,011.41	106,351.66	109,010.46
Classification	Existing	1/07/2013	1/07/2014
General Officers		2.25%	2.50%
Senior Officers			
Level 1 Step 1	80,500.72	82,311.99	84,369.78
Step 2	83,231.85	85,104.56	87,232.18
Step 3	85,967.83	87,902.11	90,099.66
Level 2 Step 1	88,700.58	90,696.34	92,963.75
Step 2	91,433.32	93,490.57	95,827.83
Step 3	94,166.05	96,284.79	98,691.91
Level 3 Step 1	97,447.30	99,639.87	102,130.87
Step 2	100,726.92	102,993.28	105,568.11
Step 3	104,011.41	106,351.66	109,010.46
Level 4 Step 1	107,380.28	109,796.33	112,541.24
Step 2	111,648.17	114,160.25	117,014.26
Level 5 Step 1	116,982.20	119,614.30	122,604.66
Step 2	121,284.16	124,013.06	127,113.38
Level 6 Step 1	126,584.13	129,432.28	132,668.08
Step 2	130,848.77	133,792.87	137,137.69
Level 7 Step 1	136,182.82	139,246.93	142,728.10
Step 2	142,583.01	145,791.13	149,435.90
Level 8 Step 1	151,118.78	154,518.95	158,381.93
Step 2	159,651.31	163,243.46	167,324.55
Level 9	172,453.32	176,333.52	180,741.86
Level 10	193,786.27	198,146.46	203,100.12
Level 11	215,122.43	219,962.68	225,461.75
Level 12	236,456.98	241,777.26	247,821.69

SCHEDULE 1 Local Area Workplace Agreement (Child Care Service)

This Schedule is applicable to those employees engaged in the provision of child care services only and provides for more flexible working arrangements. Child Care Service means the Mallee Mobile Child Care Service of the Southern Mallee District Council and shall include the Child Care Manager, full-time permanent employees, part-time permanent employees, casuals and relief staff.

Clause 1 Dress Code

This clause overrides Section 4.7: - Uniforms/Corporate Wardrobe.

Employees may choose to wear a monogrammed shirt, as agreed by the staff team.

Clause 2 Hours of Work

This clause overrides Section 5.1: - Hours of Work

2.1 Hours of Operation

It is recognised by the very nature of the Child Care Service the hours of operation are flexible with a mix of full time permanent, part time permanent, casual and relief employees working different hours.

2.2 Normal Working Fortnight

The normal working fortnight for full time permanent employees will be 76 hours with the times being agreed between the Manager and based on the roster requirements.

2.3 Meal Breaks

No more than 6 hours to be worked without a meal break.

2.4 Part time Employees - Additional hours worked

A part time/casual employee shall be paid overtime hours at single time in respect of work performed in excess of 76 hours per fortnight or outside the span of hours.

Clause 3 Rostered Days Off

Section 6.8: - Rostered Days Off of the Enterprise Agreement shall only apply to the Manager Child Care Service.