

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-01249

Applicant Southern Mallee District Council, The Amalgamated AWU (SA) State Union, Lyall Ribbons, David Briscoe

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Southern Mallee District Council and AWU Enterprise Agreement 2021

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 13 April 2021 and have a nominal life extending until 1 March 2023.

A handwritten signature in blue ink, appearing to read 'A Cairney', written over a light blue grid background.

Commissioner Cairney

13 Apr 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



SOUTHERN MALLEE DISTRICT COUNCIL AND AWU ENTERPRISE BARGAINING AGREEMENT 2021

**This Agreement shall come into force on and
from 1 March 2021 and have a life extending
until 1 March 2023**

**SOUTHERN MALLEE DISTRICT COUNCIL AND AWU ENTERPRISE BARGAINING
AGREEMENT 2021**

CLAUSE 1. TITLE

This Agreement shall be known as the Southern Mallee District Council and AWU Enterprise Bargaining Agreement 2021.

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CLAUSE 3. DEFINITIONS

"Agreement"	Means the Southern Mallee District Council and AWU Enterprise Bargaining Agreement 2021.
"Award"	Means the Local Government Employees Award.
"AWU"	Means the Australian Workers Union- South Australian Branch.
"Council"	Means the Southern Mallee District Council.
"Employee"	Means an employee of the Council who performs work covered by this Agreement and the above Award.
"Employer"	Means the Southern Mallee District Council.
"Union"	Means the Australian Workers Union- South Australian Branch.
"Consultation"	Is a process which will have regard to employers and employees interests in the formulation of plans which have a direct impact upon the work being performed, it provides employers and employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
"Personal Leave"	Means and includes time taken off by an employee to care for a member of that employee's immediate family during illness or other incapacity, or for other urgent personal leave.

CLAUSE 4. PARTIES BOUND

This Agreement is binding upon:

The Southern Mallee District Council with respect to its employees employed pursuant to the Award.

The Australian Workers Union - South Australian Branch in respect of its members employed by the Southern Mallee District Council.

All employees of the Southern Mallee District Council covered by the Award.

CLAUSE 5. AMALGAMATION

Should the Southern Mallee District Council amalgamate with any other District Council it is agreed that negotiations will commence between the parties regarding a certified agreement providing for matters applicable to the amalgamation to facilitate the amalgamation process.

CLAUSE 6. OBJECTIVES OF THE AGREEMENT

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

The objectives are to:

- 6.1 Encourage and develop a higher level of skill, innovation and excellence amongst all employees.
- 6.2 Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- 6.3 Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 6.4 Promote measures to eliminate industrial disputation, absenteeism and lost time through injury by the design of jobs which provide a safer and more enjoyable working environment.
- 6.5 To promote a higher standard of excellence in the delivery of services in all areas of the Council's operations.
- 6.6 Ensure strict adherence to the Local Government Employees Award, this Agreement, the Council Policy Manual and all statutory provisions.
- 6.7 Eliminate unproductive time.

CLAUSE 7. PERIOD OF OPERATION

This Agreement shall commence from the date it is approved by the South Australian Employment Tribunal and will remain in force until 1 March 2023, subject to the retrospective pay increase provided for in clause 40 of this Agreement

The implementation of this Agreement will be reviewed and negotiations for a new Agreement shall commence during the final six months of the above mentioned period. It is agreed that a meeting involving all employees will take place on the first working day of October 2022 to commence discussions on the Enterprise Bargaining Agreement 2023.

This meeting (as with additional, necessary Enterprise Bargaining Agreement meetings) will be conducted on the basis of no loss of pay.

CLAUSE 8. RELATIONSHIP TO CURRENT AWARD AND CERTIFIED AGREEMENTS

- 8.1 This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.
- 8.2 This Agreement supersedes the Southern Mallee District Council (AWU) Enterprise Bargaining Agreement 2019.

CLAUSE 9. CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the Consultative Committee.

Consultative Committee

9.1 The Consultative Committee shall consist of:

- (i) Employer representatives employed and/or elected by the Council with the option to invite an independent Industrial Relations Consultant as an observer member of the Committee.
- (ii) Employee representatives elected by the workforce employed by the Council with the option to invite the State Secretary of the AWU or their nominee as an observer member of the Committee.

9.2 The role of the Consultative Committee shall be:

- (i) To reach decisions by consensus. All decisions will operate as recommendations.
- (ii) To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
- (iii) To provide a forum for information flow between the employer and employees.
- (iv) To meet on an as need basis, however at least quarterly to review implementation and monitor progress.

CLAUSE 10. EMPLOYEE'S PROTECTION

10.1 This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration or benefits provided by the employer applicable at the time of signing of the Agreement or in minimum standards prescribed by the *Fair Work Act 1994* (SA).

The employer agrees to security of employment and undertakes that there will be no reduction in staffing levels for the duration of this Agreement other than may occur through natural attrition or the acceptance of voluntary separation packages.

Redeployment shall be in accordance with Appendix "A" hereof.

10.2 Voluntary Redundancies

For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant and the employee wishes to access a voluntary separation package, the terms of that redundancy are as detailed below.

- (i) 10 weeks' notice or payment in lieu;
- (ii) a redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government to a maximum of 104 weeks;

- (iii) a payment of up to 10% of annual remuneration to assist the employee to find alternative employment;
- (iv) pro rata long service leave whether or not the employee has attained seven years' service at the date of separation; and
- (v) all of the above payments will be made upon the employee leaving the employ of the Council.

CLAUSE 11. EMPLOYEE RELATIONS

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

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.

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

After consulting with employees and taking into consideration all points, issues and concerns raised, Management will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.

CLAUSE 12. DISPUTE RESOLUTIONS

12.1 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.

- (i) Employee(s) shall in the first instance seek to resolve any disputes with the relevant Coordinator/Manager.
- (ii) Conversely a Coordinator/Manager should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
- (iii) If matters remain unresolved then assistance should be sought from the Works Manager and a Workplace Representative nominated by the employee(s), who may involve a Union Official.
- (iv) If at this stage matters are unresolved the Works Manager will liaise with the Chief Executive Officer, as appropriate.

12.2 If the issues remain unresolved either party may refer the matter to the South Australian Employment Tribunal for conciliation, and if necessary, arbitration. Both parties shall endeavour to have the hearing as early as possible.

12.3 While procedures (1) and (2) are being followed, work shall continue normally except in a bona fide situation where the physical safety of an employee is endangered.

12.4 The ultimate terms of settlement of a problem shall not be affected in any way, nor shall the right of any person involved in or affected by prejudiced by the fact that normal work has continued without interruption.

12.5 None of the above precludes an employee from contacting their Workplace Representative or Union Official at any time.

CLAUSE 13. HOURS OF WORK

All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.

Hours of work shall be based upon 76 hours per fortnight, with the spread of hours being flexible by mutual agreement between the employer and the employee.

Hours will be spread over a nine day fortnight on a Monday to Friday basis each week, subject to the provisions of Clause 17 and 18 below.

The standard hours of work under this Agreement shall be for an 8.444 hour day as follows:

Between the hours of 6.00 am to 7.00 pm Monday to Friday with a total of 76 normal hours being worked over a nine day fortnight.

Additional hours and work outside of the standard hours specified above shall be only by mutual agreement between employer and the relevant employee in accordance with Clause 17 of this Agreement.

Employees will be entitled to 24 Rostered Days Off per calendar year, on days as mutually agreed.

CLAUSE 14. CALL OUTS

Employees recalled to work or called out on an agreed Rostered Day Off will be paid a minimum of 1.5 hours at ordinary time provided this recall is within the total working hours as outlined in clause 13, (being 6.00 am – 7.00 pm, Monday to Friday). All time worked in excess of 1.5 hours or outside of the standard hours will be paid at double time.

Call outs will be paid and cannot be accrued as Time in Lieu.

Where emergencies of flooding and bushfires occur during the total working hours prescribed herein, work undertaken at this time will be paid at ordinary time and the minimum of four hours will be provided.

The Consultative Committee during the life of this Agreement will establish a call out roster to ensure that work is undertaken on a shared basis for busy periods.

CLAUSE 15. ROSTERED DAYS OFF (RDO)

Employer and all employees shall adopt a flexible approach to Rostered Days Off with any variation being by mutual agreement between the employer and the relevant employee. In the event that a Rostered Day Off is not taken on the agreed date, this Rostered Day Off will be taken at some other mutually agreed time.

15.1 A maximum of 3 Rostered Days Off may be accrued at any one time unless extraordinary circumstances arise.

15.2 Where a Rostered Days Off falls on a Public Holiday, the Rostered Days Off will be taken on the following normal working day or at a mutually agreed time.

15.3 Any Rostered Days Off balance held at the end of the financial year will be paid out to the employee and cannot be carried forward into the following financial year.

CLAUSE 16. GRACE DAYS

Every employee working a standard 9 day fortnight will be entitled to four days off each year as grace days, in addition to statutory Public Holidays, annual leave and long service leave entitlement.

Grace days must be taken between Christmas Day and New Year's Day and on Pinnaroo Show day. Employees required to work during this period can elect to change the grace day(s) to an alternative day on application and approval by the Manager or their delegate.

CLAUSE 17. CONDITIONS APPLICABLE TO PARTICULAR WORK GROUPS

Deployment of employees will be by mutual agreement between the employer and the employee concerned with full consideration given to the seasonal and or organisational needs of the Council.

CLAUSE 18. OVERTIME

It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right. However, both parties accept that from time to time there shall be a reasonable expectation on behalf of the Council for additional hours to be worked e.g. for seasonal or climatic reasons.

On this basis, employees who work overtime from Monday to Friday may work up to 48 overtime hours at ordinary rates for each year of the Agreement, providing a maximum of 2 hours will be worked on this system during any one shift, i.e. maximum 2 hours per shift, thereafter Award penalties shall apply.

Where agreement exists between the employees and the employer to work overtime on a Saturday and/or a Sunday and/or a Public Holiday then time and a half will be paid. If agreement is not reached and Council needs to evoke the "reasonable expectation" referred to above, employees will be paid at the appropriate Award penalty rate.

With the exception of genuine emergencies, a minimum 2 hours' notice will be given in each request to work overtime.

18.1 Time in Lieu

In regard to the 48 overtime hours per year identified above, and including any additional overtime worked beyond 48 hours per year at penalty rates from Monday to Friday as well as any pre-arranged weekend work, the parties agree all such overtime hours can be accumulated as time in lieu. This can be accessed upon application and approval by the Manager or their delegate.

Employees can accumulate these hours up to a maximum 38 hours (5 days) time in lieu at any one time, access up to a maximum of 5 days, then recommence accumulation back to a maximum of 38 hours.

The parties also agree that at the end of each financial year a maximum of 17 hours (2 days) Time in Lieu can be carried over into the following financial year. Any amount exceeding this maximum will be paid out by the Council in the last pay period in June.

Note: Rostered Days Off and Time in Lieu are two separate types leave. Rostered Days Off are to be taken as whole days and Time in Lieu can be taken in hours.

CLAUSE 19. WORKING COORDINATORS

All parties agree that the role of the Coordinator is to achieve the maximum utilisation of all resources available to the Council.

In the absence of any regular operator/s a Council Coordinator shall be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources.

CLAUSE 20. SICK / PERSONAL LEAVE

20.1 Evidence Requirements

If an employee takes:

- (i) 2 or more consecutive sick / personal days at any time; or
- (ii) 5 or more single sick / personal days during a calendar year;

the employee (at the request of the Council) must provide a medical certificate or statutory declaration that would satisfy a reasonable person that the leave is taken for a reason specified in the *Fair Work Act 1994* (SA).

20.2 Sick Leave

- (i) Council acknowledges the relationship of work and family and the importance of the effective combination of both increasing productivity and reducing absenteeism and staff turnover rates.
- (ii) An employee's entitlement to sick leave accrues in accordance with the provisions specified in the *Fair Work Act 2009* (SA).
- (iii) The Council will pay an employee 20% of the value of their accrued unused sick / carer's leave (based on the employee's ordinary rate of pay) on termination of employment by reason of:
 - (A) retirement;
 - (B) permanent disability;
 - (C) resignation from Local Government;
 - (D) death; or
 - (E) redundancy.
- (iv) Clause 20.2(iii) of this Agreement is subject to the following terms:
 - (A) An employee's prior continuous service with the former District Council of Pinnaroo or District Council of Lamerook will be counted towards calculating the employee's sick / carer's leave entitlement payable on termination of employment.

- (B) If an employee commences employment with another council within 13 weeks from ceasing employment with the Council, the employee's accrued sick leave entitlement transferable to the new employer will be reduced by 20% to reflect the payment received by the Employee from the Council in accordance with clause 20.2(iii).
- (C) Clause 20.2(iii) does not apply to employees whose employment with the Council commenced on or after 1 March 2016.

20.3 Personal/Family Leave

An employee with an accrued entitlement to sick leave may use up to 5 days (pro rata) of that entitlement each year to care for and support members of the employee's immediate family when sick or for other personal or family needs.

Where reasonably practicable, employees are required to give prior notice of absence for Personal Leave to enable the Coordinator/Manager to make required adjustments to work schedules.

CLAUSE 21. DOMESTIC VIOLENCE LEAVE

21.1 Entitlement to paid domestic violence leave

- (i) An employee is entitled to 15 days of paid domestic violence leave in a 12 month period.
- (ii) Paid domestic violence leave:
 - (A) is available in full at the start of each 12 month period of the employee's employment;
 - (B) does not accumulate from year to year; and
 - (C) is available in full to full time employees and on a pro rata basis to part-time employees.
- (iii) Casual employees are not entitled to paid domestic violence leave but are entitled to unpaid domestic violence leave with the consent of the Council.

21.2 Taking paid domestic violence leave

- (i) The employee may take paid family and domestic violence leave if:
 - (A) the employee is experiencing domestic violence;
 - (B) the employee needs to urgently take action to deal with the impact of the domestic violence; and
 - (C) it is impractical for the employee to do that action outside the employee's ordinary hours of work.
- (ii) "**Domestic violence**" is violent, threatening or other abusive behaviour by a close relative of an employee that:
 - (A) seeks to coerce or control the employee; and
 - (B) causes the employee harm or to be fearful.

- (iii) "A close relative of the employee" is a person who:
 - (A) is a member of the employee's immediate family; or
 - (B) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

21.3 Miscellaneous

- (i) The Council will take steps to ensure any information an employee has given in respect of taking domestic violence leave is treated confidentially. Only limited information will be held on an employee's personnel file for administrative or legal purposes.
- (ii) Employees experiencing domestic violence may raise the issue with their Line Manager or Human Resources Officer. The employee will be referred to support services available and engaged by Council to provide specialised assistance.
- (iii) The Council will endeavour to make available to the employee experiencing the domestic violence any resources and support services the Council reasonably has at its disposal.

CLAUSE 22. PARENTAL LEAVE

22.1 An employee may be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* (Cth).

22.2 An employee may be entitled to receive a government funded entitlement to paid parental leave under the Australian Government Paid Parental Leave Scheme (**AGPPLS**).

22.3 In addition to any entitlement an employee may receive under the AGPPLS, an employee (other than a casual employee) will be entitled to (**Council Funded Parental Leave**):

- (i) in the case of the primary care giver, six (6) weeks paid parental leave; or
- (ii) in the case of the non-primary care giver; two (2) weeks paid parental leave.

22.4 The following conditions apply to Council Funded Parental Leave:

- (i) the conditions for an entitlement to unpaid parental leave as set out in the *Fair Work Act 2009* (Cth) also apply to Council Funded Parental Leave;
- (ii) the employee will only be entitled to Council Funded Parental Leave if:
 - (A) the leave is associated with the birth of a child of the employee (or the employee's spouse or de facto partner) or the placement of a child with the employee for adoption; and
 - (B) the employee has or will have a responsibility for the care of the child.
- (iii) an employee is not entitled to take Council Funded Parental Leave unless the employee has completed at least 12 months continuous service with the Council;

- (iv) Council Funded Parental Leave is paid at the employee's ordinary rate of pay for standard work hours;
- (v) if an employee takes Council Funded Parental Leave, their entitlement to unpaid parental leave will be reduced by the same amount;
- (vi) an employee must provide at least 10 weeks' written notice to the Council's Chief Executive Officer of the intention to take Council Funded Parental Leave and this must be supported with a medical certificate from a qualified medical professional stating the expected date of birth of the child (or a statutory declaration in the case of adoption); and
- (vii) if an employee wishes to take Council Funded Parental Leave as the primary care giver, the employee must provide the Council with a statutory declaration stating that they will be the child's primary care giver during the period of leave.

CLAUSE 23. COMMUNITY & EMERGENCY SERVICES LEAVE

- 23.1** The intention of community and emergency services leave (**Community Leave**) is to support employees involvement in locally based community and emergency services groups (**C&ESG**).
- 23.2** To be eligible to access Community Leave, the employee must enter into a Community and Emergency Services Membership Agreement with the Council.
- 23.3** Council will accept no responsibility for any injuries or liabilities that arise from C&ESG activities.
- 23.4** An employee may place themselves on an emergency services roster during work hours so long as they seek to minimise the impact on the operation of the Council.
- 23.5** When an employee receives a request from a C&ESG to attend a situation they must inform another staff member before leaving their workplace.
- 23.6** A C&ESG Response form must be completed and the time spent at the call out must be recorded on the employee's timesheet.
- 23.7** An employee who is a member of a C&ESG, may be eligible to take three (3) days (pro rata for part time employees) of paid Community Leave in any 12 month period.
- 23.8** In addition, at the discretion of the Chief Executive Officer, Community Leave may be granted on an unpaid basis, or the employee may apply in writing to use outstanding annual leave or long service leave. During periods of such Community Leave, leave entitlements such as annual leave or long service leave will accrue as normal.

CLAUSE 24. LEAVE MANAGEMENT

Both parties agree that:

- 24.1** employees will take annual leave and long service leave (once entitled) on a regular basis to avoid large leave accruals accumulating;
- 24.2** all leave must be approved by the Council and be mutually agreed upon prior to the leave being taken;
- 24.3** leave is not permitted without prior approval from the Supervising Manager;
- 24.4** where an employee's accrued long service leave entitlement exceeds 494 hours they will be required to enter into an individual leave management plan with approval by the Manager;
- 24.5** where an employee's accrued annual leave entitlement exceeds 152 hours they will be required to enter into an individual leave management plan with approval by the Manager; and
- 24.6** annual leave will accrue progressively during a year of service.

CLAUSE 25. PURCHASED LEAVE

Purchased leave is a scheme where employees may purchase an additional period of leave (up to a maximum of two weeks per financial year). This leave is funded by salary deductions spread evenly over the financial year. This allows employees to continue to receive pay during the period of purchased leave.

An employee must make a written request to the Council seeking to enter into a purchased leave arrangement. Any such request will not be automatically granted by the Council. The Council has the sole discretion to accept or reject such a request.

Conditions of entering into a purchased leave arrangement with Council will be based on the following requirements –

- 25.1** Applications must be made by 30 June each year to their line manager.
- 25.2** Purchased leave can only be taken in whole week blocks.
- 25.3** Purchased leave must be utilised in the financial year in which it is purchased, or it will be paid out at the end of the financial year.
- 25.4** Purchased leave will count as service.
- 25.5** Approval for purchased leave will be determined by the CEO with consultation with relevant manager (if appropriate).
- 25.6** Where an employee/employer requests cancellation of the purchased leave before the leave is taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum.

- 25.7** Where the employee's employment is terminated during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all the monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

CLAUSE 26. DIRECT PAYMENTS

The employer shall make payment of salaries and wages to all employees covered by this Agreement by way of direct transfer to the employee's bank or other recognised financial institution.

Wage receipts provided to each employee will include an up-to-date list of accruals inclusive of sick leave, time worked in lieu, rostered days off, annual leave and long service leave.

CLAUSE 27. MULTI SKILLING OF EMPLOYEES

Council affirms its established commitment to promoting and developing a multi-skilled workforce within both administration and field employees.

All employees actively support and participate in the ongoing development of a multi-skilled workforce through education and appropriate training as may be agreed between employer and relevant employee(s).

CLAUSE 28. RESOURCE SHARING

- 28.1** 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.
- 28.2** Where variations in pay rates, hours of work or employment conditions exist they are to be negotiated with all parties prior to the commencement of these other duties.
- 28.3** No employee shall suffer reduction in remuneration or benefits, either actual or accrued as a result of resource sharing.

CLAUSE 29. USE OF COUNCIL EQUIPMENT

Employees will have access to hire Council equipment for non-monetary gain at Council rates compared to Private Work rates under the following conditions that:

- (i) the employee has the appropriate licences and experience to operate the equipment;
- (ii) it can only be used for personal or home use by the employee (i.e. not family members, friends or for business use);
- (iii) it is returned in good working order and any damage to the equipment is at the expense of the employee; and
- (iv) the equipment is signed out on the Plant/Equipment Hire register and authorised by the relevant Coordinator or Manager.

CLAUSE 30. UNIFORM

- 29.1** New permanent employees will receive their allowance on commencement of their position.
- 29.2** Council will provide an allowance to all permanent employees for the appointed uniform provider after 1 July each year as follows;
- (i) Employees working in excess of 30 hours per week, an annual allowance of \$450;
 - (ii) Employees working between 19 – 30 hours per week, an annual uniform allowance of \$337.50 (75%)
 - (iii) Employees working less than 19 hours per week, an annual allowance of \$225 (50%)
- 29.3** All uniform allowance amounts are inclusive of GST.
- 29.4** Casual employees will be provided a uniform allowance at the discretion of the Manager.

CLAUSE 31. PROTECTIVE CLOTHING/WORK, HEALTH AND SAFETY

All employees agree to abide by the requirements of the employer and the relevant Work Health and Safety legislation relating to the wearing of protective clothing etc., provided by the Council.

Suitable headgear (hats) will be supplied in consultation with employee. Protective clothing will be replaced on a fair wear and tear basis, and not be worn outside of working hours. Reasonable care and use of clothing will be taken and it is noted that the canvas kit bags supplied can aid with this.

All staff will receive a reimbursement of up to \$150.00 per financial year on provision of a valid tax invoice to contribute to the purchase of work boots that require replacement on a fair wear and tear basis.

CLAUSE 32. STAFF TRAINING NEEDS ANALYSIS

As a condition of this Agreement, it is agreed that an annual analysis of staff training needs, both in-house and specialist, is an essential ingredient in ensuring that service delivery remains at the highest possible standard.

Council undertakes to continue to provide all possible support to officers in meeting relevant training needs.

CLAUSE 33. WORK, HEALTH AND SAFETY

All employees must have an understanding and commitment to Work, Health Safety Policies and Procedures and be aware of their location.

CLAUSE 34. PROFESSIONAL DEVELOPMENT / STUDY ASSISTANCE

Council is supportive of an employee's professional development and their desire to further their skills, knowledge and career.

The Council may provide assistance to employee's undertaking study or training relevant to improving their current job performance or to advance their career opportunities within local government.

Employees must apply to Council to receive study assistance and applications will be assessed on a case by case basis by the Council. Applications for study assistance will be approved at the sole discretion of the Council.

Study assistance will only be provided by the Council where the course or training is beneficial and relevant to both the employee's position and the employer's business.

The Council may provide the following study assistance to an employee –

- 34.1** a financial contribution towards the course or training;
- 34.2** assistance for other related costs associated with the course of training; and/or
- 34.3** paid or unpaid leave to attend the course or training (Study Leave).

Study assistance will only be available to permanent full time employees and permanent part time employees.

Council will also support employee's to maintain current accreditations required for the position they are currently employed in.

CLAUSE 35. PERFORMANCE APPRAISALS

All employees will have an annual performance appraisal (minimum) with their respective Manager. This will provide an opportunity for a discussion and feedback between the employee and employer.

As part of this process Position Descriptions may be reviewed and any changes will be made in consultation with the employee.

CLAUSE 36. INCLEMENT WEATHER

36.1 During periods of inclement weather, management will take all reasonable measures to ensure that employees are actively engaged in productive work at either their normal workplace or an alternative site, having regard to the nature and extent of the inclement weather in accordance with Council's WHS policies and procedures. This clause refers to Council's **WHS UVR and Inclement Weather Procedure**.

36.2 All other options to find suitable alternative work, must be exhausted and the above procedure followed before enforcing, Clause 36.3.

36.3 Cessation of work due to inclement weather

36.3.1 When temperatures reach 38°C all heavy physical, manual work may cease. This may include concreting and bitumen work.

36.3.2 Staff will have the option to begin work at 6am when the temperature is forecast to be 38°C or above.

36.3.3 The Coordinators will monitor the temperature when it is forecast to be 38°C or above. The temperature will be monitored via the BOM website for Lameroo as the nominated location.

36.3.4 When the temperature reaches 40°C all outside work will cease, except essential/emergency work and other work that can be undertaken in an air-conditioned environment. Where work ceases for such reason, workers shall

hold themselves available for duty until otherwise discharged by the responsible person.

36.3.5 Where employees are discharged from duty under 32.3.4, the cost will be equally shared by Council and the employee on a 50/50 basis. Employees can access the following leave:

- Time in Lieu
- Annual Leave

The employee will use 50% of their nominated leave type and Council will pay the other 50%.

36.3.6 If for any reason should an employee be recalled to work after being discharged under Clause 33, this will not be treated as a call out unless it falls outside of normal working hours.

36.4 Clause 33 in its entirety excludes all staff employed directly in relation to the operation of the Council owned swimming pools.

CLAUSE 37. EMPLOYEE RECOGNITION

The Council acknowledges employee dedication and commitment to their employment with the Southern Mallee District Council

Employee dedication and commitment will be acknowledged by receiving a certificate and recognition at a staff or public event for the following years of service:

37.1 10 years;

37.2 20 years;

37.3 30 years;

37.4 40 years; and

37.5 50 years;

CLAUSE 38. TRANSITION TO RETIREMENT

Transition to retirement is an initiative that enables employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.

Employees who are within 3 years of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transitional arrangements to retirement will be offered at the discretion of the Chief Executive Officer.

An employee participating in a transition to retirement program may be eligible to work part-time and access accrued annual leave or service leave entitlements or may access unpaid leave to make up their substantive fortnightly pay, subject to the following conditions:

38.1 the employee has completed at least three (3) years continuous service with Council;

38.2 the employee is not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy;

38.3 the employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer;

- 38.4** the employee does not enter into any other paid employment with another employer during the hours for which they are being paid from their accrued leave entitlement;
- 38.5** the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
- 38.6** the employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the *Long Service Leave Act 1987* (SA).

Employees may elect to retire earlier than the date originally nominated by the employee.

A trial period will apply for the first three months of entering in to a transitional arrangement. During or on conclusion of this period the employee can opt out of the arrangement.

CLAUSE 39. SUPERANNUATION

39.1 Employer Superannuation Contributions

Statewide Super is the Council's nominated default fund.

The Council must pay superannuation contributions in respect of each employee to the Local Government Association of South Australia nominated superannuation fund and/or any other superannuation fund nominated by the employee. This includes –

- (i) contributions which the employer is required to pay under the terms of the rules governing to the Local Government Association of South Australia nominated superannuation fund and/or the superannuation fund nominated by the employee;
- (ii) 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* (Cth); and
- (iii) any additional superannuation contributions which the employer agrees to pay on behalf of the employee.

39.2 Salary Sacrifice

Subject to the following conditions an employee must apply to the Council to salary sacrifice any part of his/her wage (including Award or Agreement based salary/wages) to make additional superannuation contributions.

- (i) As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- (ii) The employee's substantive gross salary for all purposes, including but not limited to superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificing salary.
- (iii) Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

- (iv) The application shall be in writing and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses.

The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- (v) Each employee may only review and alter the percentage of salary to be salary sacrificed two times in any one twelve month period. The arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- (vi) The individual agreement to salary sacrifice may be rescinded by the employee provided 21 days prior notice in writing is given to the Council Officer responsible for payroll.
- (vii) The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- (viii) Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

39.3 Soft Compulsion Superannuation

The Council is committed to assisting employees prepare for retirement. From the commencement of this Agreement, the Council will make contributions to the employee's nominated superannuation fund (**Soft Compulsion Contribution**) at the rate of 0.5%. The Soft Compulsion Contribution:

- (i) will be pre-tax unless the employee requests otherwise;
- (ii) will increase by 0.5% each year for the lifetime of this agreement; and
- (iii) will be made into the "accumulation account" for employees under the Statewide Defined Benefits scheme.

An employee may opt out of the Soft Compulsion Contribution arrangement at any time by providing the Council with written notice.

The Soft Compulsion Contribution arrangement will not affect Council's obligations as set out in clause 38.1.

CLAUSE 40. SALARY/WAGE RATES

With regard to the general intent and principles of the Agreement the employer agrees to:

40.1 First Pay Increase Effective 1 March 2021

Pay an across the board increase of 2.25% or the Adelaide CPI (whichever is greater) on employees' wages as at 28 February 21, which will be back paid to each employee for the relevant period (being the period between 1 March 2021 and 28 February 2022) as a lump sum within fourteen (14) days of this Agreement being approved by the South Australian Employment Tribunal.

40.2 Second Pay Increase Effective 1st March 2022

Pay an across the board increase of 2.25% or CPI as per the Adelaide CPI December quarter 2021 (whichever is the greater) on employees' wages as at 28 February 2022, effective on 1 March 2022.

All payments shall be based on an employee's base rate of pay which incorporates Supplementary Payments and Service Increments.

A Schedule showing the new wage rates is shown at Appendix B.

CLAUSE 41. AWARD VARIATIONS

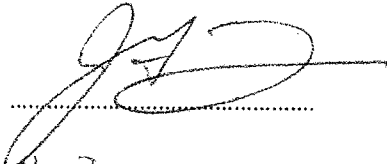
The Union undertakes that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

This Agreement shall not preclude increases granted by a National or State Wage Case 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.

CLAUSE 42. SIGNATORIES

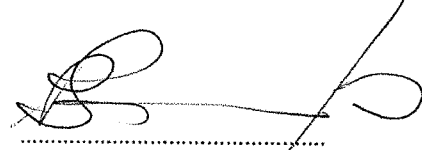
THIS AGREEMENT is made at Pinnaroo.

THE SOUTHERN MALLEE DISTRICT COUNCIL


.....
16/3/2021

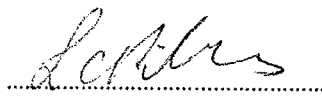
JASON TAYLOR
CHIEF EXECUTIVE OFFICER

SIGNED FOR AND ON BEHALF OF
THE AMALGAMATED AWU (SA) STATE UNION

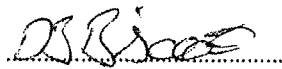

.....
19/3/2021

PETER LAMPS AND/OR NOMINEE
BRANCH SECRETARY

SIGNED FOR AND ON BEHALF OF EMPLOYEES


.....
16/3/2021

LYALL RIBBONS
EMPLOYEE REPRESENTATIVE


.....
16/3/2021

DAVID BRISCOE
EMPLOYEE REPRESENTATIVE

REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall provide ongoing employment in accordance with the Employment Security Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council's employ.
- 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: -
 - (a) Have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) Be encouraged to apply for vacant positions at any level 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.
- 1.4 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.
- 1.5 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

The purpose of this policy is to enable the Management to redeploy people to meet the employers' needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Consultative Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee must genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the provisions of this Agreement, appropriate consultation will occur prior to the introduction of this change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate Manager shall:
 - 4.1.1 Immediately advise the Chief Executive Officer;
 - 4.1.2 Retain responsibility for the welfare of the employee until redeployment;
 - 4.1.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause sets out salary maintenance positions;
 - 4.1.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and Manager) to discuss options or developments and to outline the process and assistance available to them.
 - 4.2 The overriding priority in redeployment is to place the employee in a position that is acceptable to the employer and the employee. To facilitate this, the following options will be considered:
 - 4.2.1 Same job type
 - 4.2.2 Same work level
 - 4.2.3 Similar job type or work level (same remuneration), minor skill difference that can be learnt in 3 – 6 months
 - 4.2.4 Different job type*
 - 4.2.5 Different work level*
- *Employee will be required to undertake appropriate training and skill development.
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include:
 - 4.3.1 Advising redeployees of appropriate job opportunities;
 - 4.3.2 Arrange a skill survey for each redeployee;
 - 4.3.3 providing appropriate support and counselling as required;
 - 4.3.4 Ensuring redeployees are properly informed of their employment status;
 - 4.3.5 Ensuring the appropriate Union is consulted;
 - 4.3.6 Ensure identified training needs are satisfied.
 - 4.4 The Manager of the area to which the employee is to be redeployed is responsible for:
 - 4.4.1 Supporting employees redeploying to their Department;
 - 4.4.2 arranging for employees redeployed to their department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues;
 - 4.4.3 Arranging appropriate training for employees who have been redeployed to their department; and

- 4.4.4 Preparing ongoing feedback on performance and development;
- 4.4.5 Ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYEES REQUIRING REDEPLOYMENT

- 5.1 Employees requiring redeployment will be given information, support and opportunity 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

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- WITHIN COUNCIL

- 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 placements to meet customer services. Placements 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 4 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

The employer will maintain a register of employees declared surplus and:-

- 8.1 ensure a skill survey is conducted for each redeployee;
- 8.2 advise each employee of potential vacancies;
- 8.3 ensure identified training needs are satisfied; and
- 8.4 ensure all redeployees are fully informed of these guidelines.

APPENDIX B

SCHEDULE OF WAGE RATES

Classification	Year	Existing	1/3/2021 2.25% or CPI	1/3/2022 2.25% or CPI
ME1	1	994.34	1016.71	1039.59
	2	1009.56	1032.28	1055.50
	3	1024.53	1047.58	1071.15
ME2	1	1038.22	1061.58	1085.47
	2	1053.44	1077.14	1101.38
	3	1068.41	1092.45	1117.03
ME3	1	1083.13	1107.50	1132.42
	2	1098.38	1123.09	1148.36
	3	1113.29	1138.34	1163.95
ME4	1	1137.33	1162.92	1189.09
	2	1152.55	1178.48	1205.00
	3	1167.52	1193.79	1220.65
ME5	1	1174.44	1200.86	1227.88
	2	1189.65	1216.42	1243.79
	3	1204.62	1231.72	1259.44
ME6	1	1206.22	1233.36	1261.11
	2	1221.45	1248.93	1277.03
	3	1237.10	1264.93	1293.40
ME7	1	1237.91	1265.76	1294.24
	2	1253.18	1281.38	1310.21
	3	1268.16	1296.69	1325.87
ME8	1	1267.07	1295.58	1324.73
	2	1282.31	1311.16	1340.66
	3	1297.29	1326.48	1356.32
ME9		1356.23	1386.75	1417.95

Wage Rates set out in this schedule are based on an increase of 2.25% and will change should CPI increase above this rate.

(Actual wage base rates absorbed allowances in the 1996 Enterprise Bargaining Agreement and defined in the 2009 Agreement as per Clause 29.)