

Orders



SOUTH
AUSTRALIAN
**EMPLOYMENT
TRIBUNAL**

Case Details

Agreement title	Southern Mallee District Council (ASU) Enterprise Agreement, No: 11 of 2022
Employer	Southern Mallee District Council
Case number	ET-22-03302

Orders - Approval of Enterprise Agreement Southern Mallee District Council (ASU) Enterprise Agreement, No: 11 of 2022

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

This Agreement shall come into force on and from 3 August 2022 and have a nominal life extending until 28 February 2025.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

23 Aug 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**SOUTHERN MALLEE DISTRICT
COUNCIL (ASU) ENTERPRISE
AGREEMENT, NO: 11 OF 2022**

**This Agreement shall come into force on and from
1 March 2022 and have a life extending until
28 February 2025.**

**SOUTHERN MALLEE DISTRICT COUNCIL AND THE AUSTRALIAN SERVICE UNION
ENTERPRISE AGREEMENT NO: 11 OF 2022**

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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: 11 of 2022.

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 28 February 2025.

1.3.2 Review and negotiation of this agreement by the Enterprise Bargaining Unit shall commence not less than 6 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. 10 of 2019.

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.

'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. 11 of 2022.

'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.

'Family member' for the purpose of Clause 6.4 and 6.5 shall mean partner, de-facto spouse, child, step-child, parent, step-parent, grandchild, step-grandchild, grandparent, step-grand parent or sibling, step-sibling, of the employee, and similarly those relations of the employee's partner.

'Child Care Service' means the Mallee COGS Childcare, of the Southern Mallee District Council and shall include the

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 South Australian Employment Tribunal 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.

3.5 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 Line Manager. Conversely a Line Manager 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 South Australian Employment Tribunal 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 recognise 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 PERFORMANCE APPRAISAL

- 3.9.1 All employees will have an annual performance appraisal (minimum) with their respective Manager. This will provide an opportunity for a constructive discussion and feedback between the employee and employer.
- 3.9.2 As part of this process Position Descriptions will be reviewed and any changes will be made in consultation with the employee.

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 work health and safety guidelines so as to provide and maintain a safe working environment.

3.11 FIT FOR WORK

It is expected that all Council employees:

- 3.11.1** are fit for the inherent job requirements and physical demands of their appointed position, and will remain so during the course of their employment, in line with reasonable work, health and safety expectations; and
- 3.11.2** present themselves in a manner that is deemed fit for work and in particular be rested and alert and not under the influence of alcohol or drugs.

The above clause will be supported by a Fit for Work Procedure, which will be developed through the Consultative Committee.

3.12 PROFESSIONAL DEVELOPMENT AND STUDY ASSISTANCE

- 3.12.1 Council is supportive of an employee's professional development and their desire to further their skills, knowledge and career.
- 3.12.2 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.
- 3.12.3 Employees will need to apply to receive study assistance and approval will be made on presentation of this application. Decisions will be made on a case by case basis and the merit of each application.
- 3.12.4 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.
- 3.12.5 The Council may provide the following assistance to an employee -
 - (i) a financial contribution
 - (ii) assistance for other related costs associated with the course of training; and/or
 - (iii) paid or unpaid leave to attend the course or training (Study Leave).
- 3.12.6 Study assistance will only be available to permanent full time employees and permanent part time employees.

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

3.13 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.

3.14 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 event for the following years of service:

- 10 years
- 20 years
- 30 years
- 40 years
- 50 years

Recognition of each milestone will take place during the term of employment with Council.

3.15 WORKPLACE REPRESENTATIVES

3.15.1 Recognition by Employer of Workplace Representative Role:

- 3.15.1.1 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.
- 3.15.1.2 Discussion with other Union members of any matter pertaining to the work they perform or work related issues.
- 3.15.1.3 Discussion with duly accredited full-time officers of the Union on matters referred to above.
- 3.15.1.4 Receiving advice from the Union.

3.15.2 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.

3.15.3 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.

3.15.4 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.

3.16 RIGHT OF ENTRY

3.16.1 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.

3.16.2 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.

3.16.3 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:

4.1.1 From the first pay period on or after 1 March 2022 to 28 February 2023 an increase of 3.3% on the employee's salary current at 28 February 2022.

4.1.2 From the first pay period on or after 1 March 2023 to 28 February 2024 an increase of 3.3% on the employee's salary current at 28 February 2023.

4.1.3 From the first pay period on or after 1 March 2024 to 28 February 2025 an increase of 3.3% or Adelaide CPI, December quarter 2023 (capped at 4.5%), whichever is greater, on the employee's salary current at 28 February 2024.

Should there be a delay in certification of this Agreement the first pay increase will be back dated to 1 March 2022.

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

4.2 SUPERANNUATION

Superannuation Fund and Payments

Choice of fund applies which gives existing and new Employees the option to nominate a superannuation fund of their choice in accordance with applicable legislation.

Unless the Employer is required to make superannuation contributions into another fund for the Employee in order to comply with applicable superannuation legislation, the Employer will make superannuation contributions into the Hostplus Superannuation Fund (**Hostplus**) being the

nominated default fund, or its successor.

The amount of the Employer superannuation contribution will be as follows:

- (a) For each Employee who is making a Salarylink Contribution to Hostplus:
 - (i) 3% of the greater of Member's Salary or ordinary time earnings;
 - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
 - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- (b) For each other Employee:
 - (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
 - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.
- "Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

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 FLEXIBLE WORK ARRANGEMENTS

- 4.1 In accordance with the Flexible Work Procedure, as amended from time to time, an Employee may undertake work from home or other alternative work location(s) in lieu of attending the workplace.

- 4.2 This Clause is applicable only to work carried out during normal working hours.

4.5 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.

4.6 PAYROLL DEDUCTIONS

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

4.7 UNIFORMS/CORPORATE WARDROBE

- 4.7.1 New employees are eligible for a uniform allowance based on the rates set out in 4.7.2. This initial allowance will be applied on a pro rata basis for the period of year from the completion of probation until 30 June.

- 4.7.2 Council will provide an allowance for the Local Government corporate wardrobe 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%)

- 4.7.3 All uniform allowance amounts are inclusive of GST.

- 4.7.4 For staff employed on fixed-term contracts, hours of work per week will be determined based on the average weekly hours worked in the previous financial year.

- 4.7.5 Casual employees will be provided a uniform allowance at the discretion of the Manager.

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 and will be paid at single time.

- 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 will be paid at single time.
- 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 paid 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 paid at single time.

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.

4.10 CASUAL EMPLOYMENT

For casual employees please refer to the Award.

SECTION 5: HOURS OF WORK

5.1 HOURS OF WORK

- 5.1.1 All parties recognise the need to maximise the best use of labour taking into account Council resources and seasonal factors.

- 5.1.2 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

- 5.1.3 The current hours arrangements shall continue to apply in regard to the 19 day 4 week period and 9 day fortnight (Manager Infrastructure Services)). The ordinary hours of work for employees on a 19 day 4 week period shall be 8 hours per day.
- 5.1.4 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.

5.1.5 Nothing in this clause shall over-ride clause 5.1.8 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.

5.1.6 Schedule 1 provisions shall apply to employees engaged in the provision of child care services.

5.2 OVERTIME AND TIME IN LIEU

5.2.1 Overtime

For part time employees all hours worked up until a maximum of 76 hours per fortnight will be paid at single time.
All hours worked in excess of 76 hours or outside of the standard span of hours, award penalty rates will apply.

5.2.2 Time in Lieu

Where an employee requests time off in lieu of paid overtime (including weekend overtime), time accrued will be recorded at time for time (without penalty rates) and the employee is agreeing to take time off in place of the paid penalty rate.

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).

CLAUSE 5.3 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:

- 5.3.1 the employee has completed at least three (3) years continuous service with Council;
- 5.3.2 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;
- 5.3.3 the employee will attend work for a number of days mutually agreed between the employee and Chief Executive Officer;
- 5.3.4 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;

- 5.3.5 the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
- 5.3.6 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.

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

- 6.2.1 Subject to clause 6.2.2, 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%.
- 6.2.2 Clause 6.2.1 does not apply to employees employed by the Council after 1 March 2016. Employees employed by the Council after 1 March 2016 will be entitled to paid sick leave in accordance with the South Australian Municipal Salaried Officers Award.
- 6.2.3 If more than 2 consecutive sick days are taken a medical certificate will be requested by the employer. Up to 5 single sick days can be taken per anniversary year after which a medical certificate will be required for each subsequent sick day.

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 (pro rata) 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 BEREAVEMENT LEAVE

- 6.5.1 The provision of this clause applies to full-time and part-time employees (on a pro-rata basis).
- 6.5.2 An employee is entitled to up to 3 days paid bereavement leave on each occasion of the death of a family member.
- 6.5.3 Satisfactory proof of such death may be requested by the employer.
- 6.5.4 An employee may request unpaid leave by agreement with the employer.

6.6 ROSTERED DAYS OFF

The employer and all employees shall adopt a flexible approach to Rostered Days Off (RDO) 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 three days.

An employee cannot elect to have a Rostered Day Off paid out as a means of reducing their balance.

6.7 GRACE DAYS

Employees shall be allowed four days off each year as grace days, in addition to statutory Public Holidays, Annual Leave and Long Service Leave entitlement.

These days off shall be taken between Christmas Day and New Years Day and on Pinnaroo Show day. Staff that are 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.

6.8 LEAVE MANAGEMENT

Council will ensure that employee's take Annual Leave and Long Service leave on a regular basis.

Both parties agree that:

- 6.8.1 All staff will take leave on a regular basis
- 6.8.2 All leave must be approved and be mutually agreed upon prior to the leave being taken.
- 6.8.4 Employees leave liabilities must be minimised.
- 6.8.5 Where an employee's Long Service Leave entitlement exceeds 494 hours they will be required to enter into an individual leave management plan with approval by the Manager.
- 6.8.6 Where an employee's Annual Leave entitlement exceeds 152 hours they will be required to enter into an individual leave management plan with approval by the Manager.
- 6.8.7 Annual Leave will be available to an employee as it is accrued.

6.9 PARENTAL LEAVE

- 6.9.1 An employee may be entitled to unpaid parental leave in accordance with the *Fair Work Act 2009* (Cth).
- 6.9.2 An employee may be entitled to receive a government funded entitlement to paid parental leave under the Australian Government Paid Parental Leave Scheme (**AGPPLS**).
- 6.9.3 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.
- 6.9.4 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.

6.10 DOMESTIC VIOLENCE LEAVE

6.10.1 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.

6.10.2 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.

6.10.3 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 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.

6.11 COMMUNITY & EMERGENCY SERVICES LEAVE

- 6.11.1 The intention of community and emergency services leave (**Community Leave**) is to support employee's involvement in locally based community and emergency services groups (**C&ESG**).
- 6.11.2 To be eligible to access Community Leave, the employee will notify Council of their membership arrangements with any C&ESG.
- 6.11.3 Council will accept no responsibility for any injuries or liabilities that arise from C&ESG activities.
- 6.11.4 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.
- 6.11.5 When an employee receives a request from a C&ESG to attend a situation they must inform another staff member before leaving their workplace.
- 6.11.6 An C&ESG Response form must be completed and the time spent at the call out must be recorded on the employee's timesheet.
- 6.11.7 An employee who is a member of a C&ESG, may be eligible to take 3 days (pro rata for part time employees) of paid Community Leave in any 12 month period.
- 6.11.8 In addition, at the discretion of the Chief Executive Officer, Community Leave may be granted on a paid or 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.

6.12 CULTURAL AND CEREMONIAL LEAVE

The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.

The Employer will support Aboriginal and Torres Strait Islander employees to meet their cultural and/or ceremonial obligations in the workplace.

Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days per calendar year, as well as entitled to Unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.

Where the above paid and unpaid leave entitlements have been exhausted, and other appropriate leave options have also been exhausted, Aboriginal and Torres Strait Islander employees will be entitled to apply for further Leave Without Pay. Such leave will not be unreasonably withheld by the Employer.

In deciding whether or not to grant such leave, the Employer will take into account fairness, the employee's years of service, the operational requirements of the organisation, the nature of the cultural and/or ceremonial obligation(s), and the abovementioned importance of enabling and encouraging Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities.

Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.

Where an Aboriginal or Torres Strait Islander employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

SECTION 7 SIGNATORIES

7.1 SIGNATORY PAGE

Signed for on behalf of SOUTHERN MALLEE DISTRICT COUNCIL



ACTING CHIEF EXECUTIVE OFFICER

5/7/2022

Signed for on behalf of AUSTRALIAN SERVICES UNION



BRANCH SECRETARY

17/2022

SIGNED FOR AND ON BEHALF OF EMPLOYEES



5/07/2022

MARION BERLIN

EMPLOYEE REPRESENTATIVE

APPENDIX 1 SALARY RATES

SOUTHERN MALLEE DISTRICT COUNCIL SALARY RATES

Classification		Existing	01/03/2022	01/03/2023	01/03/2024
General Officers			3.3%	3.3%	3.3% or CPI (capped at 4.5%)
Level 1A					
	Step 1	46,486.27	48,020.32	49,604.99	51,241.95
	Step 2	48,061.97	49,648.02	51,286.40	52,978.85
	Step 3	49,635.73	51,273.71	52,965.74	54,713.61
	Step 4	52,789.10	54,531.14	56,330.67	58,189.58
Level 1					
	Step 1	54,729.05	56,535.11	58,400.77	60,327.99
	Step 2	56,041.80	57,891.18	59,801.59	61,775.04
	Step 3	57,876.54	59,786.47	61,759.42	63,797.48
	Step 4	59,849.59	61,824.63	63,864.84	65,972.38
	Step 5	61,814.85	63,854.74	65,961.95	68,138.69
	Step 6	63,782.06	65,886.87	68,061.13	70,307.15
Level 2					
	Step 1	65,778.48	67,949.17	70,191.49	72,507.81
	Step 2	67,747.60	69,983.27	72,292.72	74,678.38
	Step 3	69,716.76	72,017.41	74,393.99	76,848.99
	Step 4	71,685.91	74,051.55	76,495.25	79,019.59
Level 3					
	Step 1	73,651.15	76,081.64	78,592.33	81,185.88
	Step 2	75,618.35	78,113.76	80,691.51	83,354.33
	Step 3	77,589.47	80,149.92	82,794.87	85,527.10
	Step 4	79,560.54	82,186.04	84,898.18	87,699.82
Level 4					
	Step 1	81,523.84	84,214.13	86,993.19	89,863.97
	Step 2	83,491.06	86,246.26	89,092.39	92,032.44
	Step 3	85,464.08	88,284.39	91,197.78	94,207.31
	Step 4	87,433.24	90,318.54	93,299.05	96,377.92
Level 5					
	Step 1	89,400.43	92,350.64	95,398.22	98,546.36
	Step 2	91,371.54	94,386.80	97,501.57	100,719.12
	Step 3	93,338.74	96,418.92	99,600.74	102,887.57
Level 6					
	Step 1	96,620.64	99,809.12	103,102.82	106,505.22
	Step 2	99,930.72	103,228.43	106,634.97	110,153.93
	Step 3	103,182.51	106,587.53	110,104.92	113,738.38
Level 7					
	Step 1	106,462.48	109,975.74	113,604.94	117,353.90
	Step 2	109,742.43	113,363.93	117,104.94	120,969.40
	Step 3	113,022.38	116,752.12	120,604.94	124,584.90
Level 8					
	Step 1	116,960.70	120,820.40	124,807.48	128,926.12
	Step 2	120,897.03	124,886.63	129,007.89	133,265.15
	Step 3	124,839.23	128,958.92	133,214.57	137,610.65

Classification		Existing	01/03/2022	01/03/2023	01/03/2024
Senior Officers			3.3%	3.3%	3.3% or CPI (capped at 4.5%)
Level 1	Step 1	96,620.64	99,809.12	103,102.82	106,505.22
	Step 2	99,898.66	103,195.32	106,600.76	110,118.59
	Step 3	103,182.51	106,587.53	110,104.92	113,738.38
Level 2	Step 1	106,462.48	109,975.74	113,604.94	117,353.90
	Step 2	109,742.43	113,363.93	117,104.94	120,969.40
	Step 3	113,022.38	116,752.12	120,604.94	124,584.90
Level 3	Step 1	116,960.70	120,820.40	124,807.48	128,926.12
	Step 2	120,897.36	124,886.97	129,008.24	133,265.52
	Step 3	124,839.23	128,958.92	133,214.57	137,610.65
Level 4	Step 1	128,882.70	133,135.83	137,529.31	142,067.78
	Step 2	134,005.21	138,427.38	142,995.49	147,714.34
Level 5	Step 1	140,407.38	145,040.82	149,827.17	154,771.47
	Step 2	145,570.79	150,374.63	155,336.99	160,463.11
Level 6	Step 1	151,932.05	156,945.81	162,125.02	167,475.14
	Step 2	157,050.66	162,233.33	167,587.03	173,117.40
Level 7	Step 1	163,452.82	168,846.76	174,418.71	180,174.52
	Step 2	171,134.63	176,782.07	182,615.88	188,642.21
Level 8	Step 1	181,378.71	187,364.21	193,547.23	199,934.28
	Step 2	191,620.77	197,944.26	204,476.42	211,224.14
Level 9		206,986.35	213,816.90	220,872.86	228,161.66
Level 10		232,591.11	240,266.62	248,195.41	256,385.86
Level 11		258,199.74	266,720.33	275,522.10	284,614.33
Level 12		283,806.45	293,172.06	302,846.74	312,840.68

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 COGS Childcare Service of the Southern Mallee District Council and shall include the, full-time permanent employees, part-time permanent employees, casuals and relief staff.

Clause 1 Hours of Work

This clause overrides Section 5.1: Hours of Work

1.1 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.

1.2 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.

1.3 Meal Breaks

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

Clause 2 Training

The Childcare Service will support employee's to maintain current accreditations required for the position they are currently employed in.

Clause 3 Classification Variations

Childcare staff working shifts outside of their normal classification level will be paid at the classification level that the shift requires, but at their current increment step.

