

DISTRICT COUNCIL OF MALLALA OUTDOOR EMPLOYEE RELATIONS AGREEMENT 2012

File No. 3364 of 2012

This Agreement shall come into force from first pay period after 1 July 2012 and have a life extending until 30 June 2015.

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

DATED 21 AUGUST 2012.



COMMISSION MEMBER





District Council of Mallala
Outside Employee Relations Agreement 2012

PREAMBLE

This Agreement is to be known as the District Council of Mallala Outdoor Employee Relations Agreement 2012 and is to be read in-conjunction with the Local Government Employees Award (as amended) and is the main industrial instrument to cover Outdoor employees of the District Council of Mallala excluding the Chief Executive Officer, General Managers that are on common-law fixed term contracts and administrative employees covered by the South Australian Municipal Salaried Officers Award.

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SECTION 1 – ADMINISTRATION

1. DEFINITIONS

Act - means the *Fair Work Act 1994 (SA)*.

Agreement - means the District Council of Mallala Outdoor Employee Relations Agreement 2012.

Award - Local Government Employees Award – as amended.

Consultation - Is a process for Council and employee engagement that seeks to inform and provide opportunity for feedback on decisions affecting the workplace.

Council - means the District Council of Mallala.

De facto Spouse - means a person who lives with the Employee on a genuine domestic basis although not legally married to the Employee.

Employee - means an Employee of the District Council of Mallala who performs work in accordance with the duties outlined in this Agreement.

Employer - means the District Council of Mallala.

Immediate family or household member - means the Employee's partner, child, parent/guardian, grandchild, grandparent or sibling or the child, parent, grandchild, grandparent or sibling of the Employee's partner.

Local Super - means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.

Parties - mean the District Council of Mallala, its Outdoor Employees and the Amalgamated AWU (SA) State Union (AWU).

Redundancy - means the loss of employment due to the employer no longer requiring the job the Employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning

Employee Bargaining Representatives - a working party consisting of one (1) to two (2) representatives from each departmental workgroup and one (1) management representative.

Superannuation - contributions means:

(a) Contributions, which the Employer is required to pay under the terms of the rules governing the Local Super Scheme Superannuation Scheme;

(b) Contributions, which the Employer must pay to superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge, under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Union - means the Amalgamated AWU (SA) State Union (AWU)

Unduly Restrictive - means where there are less than three (3) internal employees qualified and/or capable of being able to perform the essential functions of the vacant position.

Workplace Representative - means a person nominated by an employee to represent their interests who has been either formally elected by Union members or nominated by an individual employee.

2. PARTIES BOUND

This Agreement is binding on

- The District Council of Mallala;
- the Amalgamated AWU (SA) State Union;
- Employees engaged by the District Council of Mallala who perform duties under this Agreement.

3. PERIOD OF OPERATION

This Agreement shall commence from the first pay period after 1 July 2012 and remain in force until 30 June 2015 or until such time as a new agreement is lodged. Renegotiation of this Agreement shall commence no later than six (6) months prior to its expiry date.

SECTION 2 – EMPLOYEE RELATIONS

4. CONSULTATIVE MECHANISM

- 4.1 The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.
- 4.2 The parties agree to continue to work in partnership and cooperation with each other and to focus on a culture of 'Employee Relations' in which consultation is essential to workplace improvement.
- 4.3 Effective consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication involving all parties.
- 4.4 Effective communications will continue to be enhanced during the term of this Agreement by all parties.
- 4.5 Consultation with all employees will be a core feature of the organisational culture of Council. Where appropriate, the first point of consultation shall be employees.
- 4.6 Where Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils and which would impact on employees, Council shall consult with those employees likely to be affected in accordance with this agreement and internal consultation policies.
- 4.7 Employees acknowledge that the effective implementation of consultation and employee relations requires their active participation and commitment to the agreed consultation process and its objectives.
- 4.8 Council is committed to ensuring that there is an opportunity for employees to be involved and express their opinions on matters which are likely to have a significant effect on the work place and their jobs and is, therefore, committed to the consultation process.

5. EMPLOYMENT

5.1 Recruitment

Subject to overall suitability for the position Council will have preference for internal applicants in recruitment and promotion. Where the selection of internal applicants is unduly restrictive the position will be advertised both externally and internally. Any internal applicant who meets the prescribed criteria for the position will be afforded an interview.

Councils Human Resources policies and procedures shall include:

- Principles of selection,
- Advertising of positions,
- Selection process,
- Selection panel.

Before any position is advertised, a job description will be developed and the classification level assessed.

5.2 **Reclassification**

Any written request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application. The date of reclassification shall take place from the date of receipt of the application.

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

Any employee not satisfied with the determination must follow the dispute resolution process.

5.3 **Fixed Term Contracts**

Permanent employment will be preferred and fixed term contracts may only be used for genuine circumstances such as project work, maternity leave or externally funded positions.

6. EMPLOYEE SECURITY

The District Council of Mallala undertakes that there will be no forced redundancies.

Council recognises that employees are its most important resource in the provision of services to the community. Council recognises the commitment and loyalty of its employees and is committed to providing stable, long term, secure employment for its staff. Where an organisational re-structure is identified, Council will advise each employee and their representatives of the effect of the change and the likely impact on their employment at the earliest possible stage.

Council shall consider practical ways of mitigating the adverse effects of change on employees through the consultation process. Without limiting the range of options for consideration the discussions may cover transferring to alternative, available suitable work, re-training, or a negotiated Voluntary Separation Package (VSP).

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

- Natural attrition;
- Redeployment to a position of the same classification level;
- Redeployment to a position of lower classification level with income maintenance;
- Voluntary Separation Package.

6.1 Redeployment

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position. After examining all options, if it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

6.1.1 All parties must agree to the redeployment;

6.1.2 The employer will, as a matter of priority, provide induction and training to assist the redeployment;

6.1.3 The employee's salary shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level which may include other employee benefits attached to the former position.

6.2 Voluntary Separation Packages (VSP)

An employee may seek a VSP at any stage of the process. At all times any VSP will be mutually agreed by the parties to this Agreement.

6.3 Co-operative Work Review

The purpose of the Co-operative Work Review is to promote and continuously develop a culture within Council which is aimed at employees and management working together cooperatively to improve organisational effectiveness and service delivery. Management and employee representatives involved in such review processes and the review arrangements will be by agreement between the Chief Executive Officer and the employees within the particular work group.

Before any review commences, Council will advise the AWU of details of the review, including the work groups involved, the process to be used and any other relevant details. The process should consider the following issues within the first 12 months of the Agreement and wherever possible implementation of agreed changes arising from the review should occur at the earliest practicable date:

6.3.1 To consider means whereby services provided by Council can be improved.

6.3.2 Having regard to Clause 22 of this agreement to consider the potential to improve overall efficiency and effectiveness providing more varied and meaningful work for employees through redesigning of positions and/ reviewing the way in which work is performed.

6.3.3 The review process should identify the productivity benefits to be derived through any proposed changes and give consideration to other significant implications such as training, multi-skilling and re-classifications.

6.3.4 To consider the means whereby communication and consultative processes between management and employees may be enhanced.

6.3.5 The potential for the application of participative measures within the various departments of Council and to identify the benefits which would be expected to eventuate.

6.3.6 The review and development of job descriptions for all positions, incorporating agreed relevant standards of performance:

(1) To identify and consider those tasks carried out by Council which may reasonably be the subject of performance indicators.

(2) The Co-operative Work Review process may include proposals regarding the adoption of appropriate performance indicators which, where practicable, have regard to 'best practice' benchmarking in other Councils and/or other relevant areas for comparison.

7. TRAINING

- 7.1 All parties are committed to enhancing the skills of the workforce through the provision of induction, training and development, both internal and external and will support and encourage employees who undertake private study, having regard to Clause 20.
- 7.2 Council acknowledges the necessity and benefits of employee induction, training and development in meeting its strategic objectives. It recognises that participation in training and development programs should result in a multi-skilled workforce which has the potential to improve employee's personal and professional development.
- 7.3 The annual training plan will take in to account the skills enhancement of the employee and organisational needs and will ensure that all employees have a fair and equitable opportunity to attend training in accordance with budgetary requirements.
- 7.4 All parties acknowledge and accept that OHSW&IM training is essential and that active participation in this training and development will be embraced.
- 7.5 Council aims to demonstrate its commitment to training and development by ensuring practicable access to a wide range of relevant, specialised training and development opportunities where identified.
- 7.6 Council and employees acknowledge that the following principles should apply to the implementation of Council's annual training plan:
 - 7.6.1 All employees should have the right to access and receive appropriate induction, training and development to enable them to undertake duties for which they are appointed.
 - 7.6.2 The training and development needs of employees should be addressed regularly in the normal course of supervision and during the Performance Review process.
 - 7.6.3 Priority should be given to training and development which improves the skills and expertise of employees.
 - 7.6.4 Training and development should seek to address best practice principles.
- 7.7 Employees are willing to undertake suitable training and development with the view to Council and employee personal and professional development.
- 7.8 Required training and development outside of ordinary hours shall be by mutual agreement, be paid at time and a half, or may be taken as time in lieu.

8. CODE OF ETHICS

- 8.1 All parties agree to fully embrace the Code of Ethics for employees that was developed in consultation with employees and adopted by Council on the 31st of May 2011.
- 8.2 The Code of Ethics for Employees will be reviewed in the life of this Agreement.

9. BEST PRACTICE

- 9.1 The parties to this Agreement will continue their commitment to becoming a Best Practice Council. This will be reflected in a positive, multi-skilling and flexible management culture recognising the value of employees within Council.
- 9.2 Council and employees are committed to a 'Best Practice' approach ensuring services:
 - 9.2.1 Offer the best quality and value for money;
 - 9.2.2 Are responsive to community needs;
 - 9.2.3 Are accessible to all stakeholders;
 - 9.2.4 Show continuous improvement;
 - 9.2.5 Are reported regularly to the community on how each service measures up against Best Practice principles.
- 9.3 Best Practice Principles will include:
 - 9.3.1 Methods of operation which achieve exemplary levels of performance;
 - 9.3.2 Operations adaptable to new demands;
 - 9.3.3 Effective and responsive service delivery.
- 9.4 Council shall have regard to factors which include:
 - 9.4.1 Consistency and relevance to Strategic, Long Term Financial and Annual Business Plans;
 - 9.4.2 Reviewing quality of service provision against like-minded service providers;
 - 9.4.3 Community expectations and values;
 - 9.4.4 Potential for arrangements with other Councils, government agencies; community groups and the private sector.
- 9.5 Council will provide the opportunity to allow employees to undertake research involved in Best Practice and determining Key Performance Indicators.
- 9.6 Employees will commit to multi-skilling within the organisation within the scope of their classification and abilities.

10. PERFORMANCE & DEVELOPMENT

- 10.1 The Employee Performance Review & Development process will be reviewed during the first twelve (12) months of this Agreement.
- 10.2 All parties are committed to a positive system of performance review and development, ensuring all employees are provided with effective feedback on their job performance and Councils core values, as well as identifying training and development opportunities.
- 10.3 The mutual success of the Performance Review & Development process will be judged by:

- 10.3.1 The total commitment by employees and management to the process;
 - 10.3.2 A genuine acceptance of any conclusions from the process;
 - 10.3.3 Preparedness to correct any adverse issues identified during the process;
 - 10.3.4 The active participation by employees in the process and any agreed outcomes.
- 10.4 Should the process identify the need for an employee to undertake further training and development then this will be considered as part of Council's annual training plan.
- 10.5 The review process will include reference to the following points:
- (1) Core values;
 - (2) Efficiency in completing tasks;
 - (3) Effectiveness as a team member;
 - (4) Dealing with other stakeholders and perceptions by those stakeholders;
 - (5) Commitment to continuous improvement, including training and development;
 - (6) Responsibility for plant and equipment including personal protective equipment;
 - (7) Actions in accordance with Council's Strategic & Long Term Financial Plan and Annual Business Plans.

11. OHSW & IM COMMITTEE REPRESENTATION

- 11.1 Council acknowledges its duty of care to employees and its obligation to providing a safe working environment which complies with its obligations under current OHSW&IM legislation.
- 11.2 Employees acknowledge that they have obligations under OHSW&IM legislation and agree to abide by the requirements of that legislation and Council's policies and associated procedures at all times.
- 11.3 Employees acknowledge their individual responsibilities for OHSW&IM and that of others are to:
- 11.3.1 Take reasonable care of their own health, safety and welfare and that of others in the workplace;
 - 11.3.2 Use safety devices and protective equipment correctly and in accordance with manufacturers and Councils policies and associated procedures;
 - 11.3.3 Obey all instructions from management issued to protect their own personal health, safety and welfare and that of others and not to perform any task unless they have received appropriate induction and training;
 - 11.3.4 Report and make recommendations necessary to eliminate or minimise hazards which they are aware of in regard to working conditions, practices, plant and equipment;
 - 11.3.5 Report any incident, accident or injury which arises in the course of their employment;
 - 11.3.6 Keep work areas in a safe condition;
 - 11.3.7 Ensure they are not, by the consumption of alcohol or drugs, either illicit or prescribed, in such a state to endanger their own safety or that of others;
 - 11.3.8 Comply with all OHSW&IM Policies and associated procedures;

11.3.9 Not interfere with, remove or displace any safety guards, safety devices or protective equipment unless it is as part of an approved maintenance or repair procedure;

11.3.10 Elect an Occupational Health, Safety and Welfare Representatives.

12. DISPUTE RESOLUTION

12.1 General

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

Stage 1 The employee and/or their Representative will contact the General Manager and attempt to settle the matter at that level, where appropriate the General Manager may contact the employee and/or their Representative.

Stage 2 If the dispute is not settled at Stage 1, the employee and their Representative will meet with the General Manager and the Chief Executive Officer (CEO).

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

Stage 4 If the dispute is not settled at Stage 3, the State Secretary of the Union will be advised. If Council considers it appropriate, additional assistance may be sought from the LGA or an alternate third party in order to settle the matter.

Stage 5 If the dispute is not settled at Stage 4, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Where practicable every effort will be made to ensure that Stages 1, 2 and 3 will be addressed within five (5) working days.

12.2 Dispute Arising from this Agreement

In the event of any dispute arising from the implementation of this Agreement, the Employee Bargaining Representative shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of the Dispute Resolution process as set out in Clause 12.1 of this Agreement.

13. LOCAL AREA WORKPLACE AGREEMENT - (LAWA)

A LAWA may be negotiated between a specific work group and management, subject to the following:

- 13.1 The LAWA should be utilised to facilitate and assist the specific work group become more effective in the performance of their role.
- 13.2 The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and this Agreement, subject to the 'no disadvantage test' being applied by the South Australian Industrial Relations Commission against the Award.
- 13.3 The LAWA will be documented as a Schedule to this Agreement with consequential variation of this Agreement.
- 13.4 The LAWA will be submitted to the South Australian Industrial Relations Commission for approval, certification and as a variation to this Agreement.

SECTION 3 – CONDITIONS OF EMPLOYMENT – GENERAL

14. SICK LEAVE /FAMILY LEAVE

Subject to the following conditions an employee may access their sick leave entitlement for reasons of urgent personal need:

- 14.1 Full-time employees shall be entitled to ten (10) days annual with Part-time employee's entitlement pro-rated according to hours worked. There will be an accrual of unused sick leave from year to year. For the purpose of this Agreement a day shall mean 7.6 hours. Actual sick leave shall be debited in accordance with the number of hours taken.
- 14.2 An employee shall be allowed a maximum aggregate of three (3) days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered day off, or where both the days preceding and following a weekend are taken off duty, a prescribed medical certificate shall be submitted by the employee where requested by the employer.
- 14.3 An employee may be permitted up to three (3) days per annum from their sick leave entitlement for urgent personal need. However, if preferred or required an employee may access any accrued leave which they have available for the purpose of urgent family or personal need.
- 14.4 Whenever possible, leave under this clause shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify their General Manager / Coordinator of their absence as soon as practicable.
- 14.5 A prescribed medical certificate may be required to qualify for payment for the leave in respect of sick leave, family or personal leave in accordance with Part 7 of the Award.
- 14.6 Nothing in this clause prevents the CEO from granting leave for an employee in circumstances of exceptional need or shall have the effect of reducing the entitlements provided for in Part 7 of the Award.
- 14.7 Where Council has well founded concerns regarding an employee's health and welfare and their physical capacity to perform all aspects of their appointed position, then Council may request the employee to undergo a relevant medical examination by a medical practitioner of the employee's choice on a voluntary basis with costs met by Council.
- 14.8 In circumstances where the medical advice concludes that the employee is unfit for work and unlikely to recover to be able to fulfil the position for which they are

employed then Clause 6 of this Agreement should be considered concerning the employee's future.

15. SUPERANNUATION

Choice of fund will apply from 1 July 2012 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super.

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to Local Super or its successor:
 - (i) 3% of the employee's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super 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.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed.

- (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 becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
 - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

Salary sacrificing 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.

16. SALARY SACRIFICING

Subject to the following conditions an employee must apply in writing to management to salary sacrifice any part of their salary and to make additional contributions to the Local Government Superannuation Scheme or any other nominated fund.

- 16.1 It is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 16.2 The employee's substantive gross salary for all purposes, including, but not limited to, annual leave, annual leave loading shall be the pre-sacrificing salary.
- 16.3 Any such arrangement shall be by mutual agreement between each individual employee and management, provided that approval by management shall not be unreasonably withheld.
- 16.4 The application shall be in writing on the form provided by Council and shall detail the percentage of salary to be salary sacrificed, together with a statement that the 'cash' component is adequate for their 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.
- 16.5 Each employee may only review and alter the percentage of salary to be sacrificed once per financial year. However, consideration will be given at other times if circumstances warrant. These arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 16.6 The employee may rescind the individual agreement to salary sacrifice provided 28 days written notice is given to the Payroll Officer.
- 16.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted at the employee's cost to take account of taxation payable, in relation to those contributions.
- 16.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

17. WORK FLEXIBILITY

In order to meet peaks and troughs in workloads, Council may, following consultation with employees, require employees to undertake tasks outside of their normal job description provided that such tasks have regard to their skills, competency and capacity to perform the tasks.

18. INCOME PROTECTION

Council shall maintain income protection for employees through the Local Government Income Protection Scheme for the life of this Agreement. Entitlements under this clause shall be determined by the Policy as varied from time to time by the insurer.

19. WAGE INCREASES

Effective the first full pay period following the 01st of July 2012 employees shall receive a 4 % wage increase;

Effective the first full pay period following the 01st of July 2013 employees shall receive a 4% wage increase;

Effective the first full pay period following the 01st of July 2014 employees shall receive a 4% wage increase.

20. STUDY LEAVE

Study leave may be granted at the discretion of Council to an employee where the proposed training & development will directly benefit the employee in the performance of their present position or in developing their career while taking into consideration budgetary constraints.

An employee, in consultation with their General Manager shall have the option to:

20.1 Take up to five (5) hours paid study leave per week, provided that the employee undertakes equal course time in their own time;

Or

20.2 Undertake the training and development outside of normal working hours and receive a reimbursement of enrolment and course fees not exceeding \$200 per semester on producing written evidence of successful completion of the course and expenditure incurred.

20.3 The number of employees permitted study leave at any one time within a particular department shall be based upon the size and requirements of the department. Where restrictions apply, employees concerned shall be involved in the decision-making process relating to the granting of study leave.

20.4 Where an employee is required by Council to undertake training and development, all fees shall be paid by Council.

21. HOURS OF WORK

21.1 Rostered Hours Arrangements

The nine (9) day fortnight has operated effectively in the past to serve the mutual advantage of both Council and Outdoor staff. Council proposes that these arrangements should continue to apply in the future.

21.2 Hours Flexibility

21.2.1 In specific circumstances following practicable notice and consultation with the employees, management may require an employee(s) to work ordinary hours other than in accordance with the nine (9) day fortnight arrangements.

21.2.2 Hereof the flexible working hours shall:

(1) Operate within the span of hours 6.00 am to 7.00 pm Monday to Friday inclusive, not exceeding ten (10) hours per day and 100 ordinary hours of work in a two (2) week period.

(2) By agreement between management and the employees within a work group, a ten (10) day fortnight may be worked during peak work operations, provided that ordinary time shall not exceed 100 hours in a two (2) week period.

(3) An employee working, in accordance with these provisions, shall be credited equal time into the employees TOIL Bank.

21.2.3 Time worked outside the hours 6.00 am to 7.00 pm, Monday to Friday, or in excess of the above stated 100 hours per fortnight will attract overtime payments, in accordance with the award provisions.

21.2.4 Nothing contained herein shall prevent an employee(s) and management from reaching mutual agreement over more flexible working hours to suit a particular job, project or emergency within Council. Any such mutually agreed arrangements shall be recorded, in writing, with a copy retained by the employee and management and a copy forwarded to the AWU SA Office.

21.2.5 All weekend work will be worked and paid in accordance with the Award. Where practicable, management shall give employees 24 hours notice of weekend work.

21.3 TOIL Bank

21.3.1 A TOIL Bank (time off in lieu) shall be created for each employee to record accrued hours pursuant to 21.2.2(3) hereof to a maximum of 76 hours.

21.3.2 TOIL hours shall be taken off prior to the 30th of June annually at a time mutually agreed between management and the employee. Provided, however, that after the 1st of March annually management may direct that TOIL be taken at 48 hours notice and having regard to operational requirements.

(3) Provided further that a carry over of 38 hours TOIL will occur.

(4) Subject to (3) hereof, any additional TOIL credits not taken as at the 30th of June annually shall be paid out at ordinary time rates.

21.4 Inclement Weather

1 To accommodate inclement weather, each employee is required to accumulate and bank the equivalent of 17.00 hrs in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.

2. To minimize the adverse impact of anticipated hot weather, the General Manager Infrastructure & Planning Services may require specified groups of employees to

alter their normal working hours by commencing early on days where inclement weather is likely to affect employee Occupational Health, Safety and Welfare and/or operational outcomes.

3. Where practicable during inclement weather, the General Manager Infrastructure & Planning Services or their delegate will attempt to provide alternative work for employees which may include training.

When in the opinion of the General Manager Infrastructure & Planning Services the inclement weather is such as to make a practical return to work unlikely, the employees in a workgroup may:

- i. by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon.
- ii. be directed to finish work in an air conditioned environment or employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.
- iii. Essential services to include Waste Services and Emergency Call Outs and any other as mutually agreed

4. If above clause is implemented, staff sent home due to the weather conditions will fund 50% of time lost from their accumulated plus-time and 50% will be funded by Council.

21.5 Shift Work - Patrol Grading

The arrangements which have previously been agreed and currently worked, in respect of patrol grading, shall continue to operate throughout the life of this Agreement. These arrangements are shown in Schedule One of this Agreement.

22. ANNUALISATION OF WORK-RELATED ALLOWANCES

The following reimbursements and allowances will remain unaltered and unaffected by this Agreement.

- Drivers Licence Fee.
- First Aid Allowance.
- Garbage Pick-up Allowance.

- Meal Allowance to be increased above what is in the award which currently is \$5.40 to \$12.40

23. STANDBY/CALLOUT

A Standby/Callout clause will be developed after consultation with the AWU and employees for inclusion in the Agreement. The new clause is expected to be developed within six (6) months of the signing of this Agreement.

24. CLASSIFICATION RESTRUCTURE

A complete review of the Classification Restructure will be developed after consultation with the AWU and employees for inclusion in the Agreement. The new clause is expected to be developed within six (6) months of the signing of this Agreement.

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the District Council of Mallala by:

Charles Mansueto
Chief Executive Officer
Date

Witness
Date

Signed for and on behalf of the Amalgamated (AWU) State Union by:

Frank Mateos
Assistant Branch Secretary
Date 2012

Witness
Date 2012

SCHEDULE ONE - SHIFTWORK FOR ROAD GRADING

An AGREEMENT made between the District Council of Mallala (hereinafter called employer) and employees of Council engaged in patrol grading operations.

It is agreed as follows:

1. That employee's will undertake shift work when directed to patrol grade Council roads for the employer in accordance with the attachment hereto.
2. That the penalty provisions provided in the Local Government Employees (SA) Award, will not apply in the literal sense but the reduced hours performed per fortnight under this Agreement will be full and due consideration as a replacement to such penalty provisions listed in the aforesaid Award.
3. When directed by the employer the "employee" will assume the normal working hours and conditions of employment which applies to the other employees of the employer, i.e. in the event of inclement weather, the employee will be directed to start at the same time as the other employees of the employer and work the same hours that day as all other employees.
4. Notwithstanding Clause 3 above, the rostered hours agreement, entered into by the District Council of Mallala and all employees employed under the Local Government Employees (SA) Award, shall continue to apply to this Agreement.
5. To assist with the implementation of this agreement the employer will provide the employee with a vehicle and such vehicle is to be used to transport both the employee, fuel and any other affiliated matter to the worksite. Further, the employer will guarantee that the grader utilised under this agreement will be adequately equipped with safety lights.
6. To ensure that this agreement is successful the employee will give suitable and adequate forward notice, within reason of any day in which the employee is unable to work due to illness or any other unforeseen circumstances thus enabling the employer to make alternative necessary arrangements.
7. Belief - That this Schedule will Council to use one (1) grader per two (2) employees with the view of maintaining efficiency and productivity with a much smaller capital investment outlay for the mutual benefit of employees and the community of the District Council of Mallala.

**DISTRICT COUNCIL OF MALLALA
SHIFTWORK ARRANGEMENTS - (PATROL GRADING)**

Shift work to be in Two Periods

Period 1	Winter months: May, June and July.
Period 2	Remainder of the year.

Period 1

Grader operating capacity 12 hours per day:

- Shift 1

Commence work at Depot at 5.30 am. Cease task at 12.00 noon. Finish work at Depot at 12.30 pm.

- Shift 2

Commence work at Depot at 11.30 am. Cease task at 6.00 pm. Finish work at Depot at 6.30 pm.

TOTAL HOURS WORKED BY EMPLOYEE = 7 HOURS

Period 2

Grader operating capacity 13 hours per day:

- Shift 1

Commence work at Depot at 5.00 am. Cease task at 12.00 noon. Finish work at Depot at 12.30 pm.

TOTAL HOURS WORKED BY EMPLOYEE = 7.1/2 HOURS

- Shift 2

Commence work at Depot at 11.30 am. Cease task at 12.00 noon. Finish work at Depot at 7.00 pm.

TOTAL HOURS WORKED BY EMPLOYEE = 7.1/2 HOURS