

SOUTHERN MALLEE DISTRICT COUNCIL AND AWU ENTERPRISE BARGAINING AGREEMENT 2011

File No. 00470/2011B

**This Agreement shall come into force on
and from 7 March 2011 and have a life
extending until 1 March 2014.**

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



DATED 7/3/11

COMMISSION MEMBER



SOUTHERN MALLEE DISTRICT COUNCIL AND AWU ENTERPRISE BARGAINING AGREEMENT 2011

CLAUSE 1 TITLE

This Agreement shall be known as the Southern Mallee District Council and AWU Enterprise Bargaining Agreement 2011.

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CLAUSE 3 DEFINITIONS

"Agreement"	Means the Southern Mallee District Council and AWU Enterprise Bargaining Agreement 2011.
"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.
"Field Staff"	Means wages staff employed by the Southern Mallee District Council engaged in road construction and maintenance, parks and gardens and related activities.
"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/Family 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.

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:-

- Encourage and develop a higher level of skill, innovation and excellence amongst all employees.
- Develop a higher degree of teamwork, trust and shared commitment to the achievement of real and sustainable improvements in productivity.
- Increase the level of individual expertise of employees through the provision of training and skills improvement programs.
- 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.
- To promote a higher standard of excellence in the delivery of services in all areas of the Council's operations.
- Ensure strict adherence to the Local Government Employees Award, this Agreement, the Council Policy Manual and all Statutory provisions.
- Eliminate unproductive time.

CLAUSE 7 PERIOD OF OPERATION

This Agreement shall commence from the 1st March 2011 and remain in force for a 3 year period from that date. 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 members of the workforce will take place on the first working day of October 2013 to commence discussions on Enterprise Bargaining Agreement 2014. 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

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.

- 8.1 This Agreement shall incorporate the terms and conditions of the Local Government Employees Award as it was in force on the 1st December 2005

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 No 6 of 2009.

CLAUSE 9 CONSULTATIVE MECHANISM

The parties agree that the effective operation of this Agreement is dependant on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.

Single Bargaining Unit

9.1 The Single Bargaining Unit shall consist of:

- (i) Employer representatives employed and/or elected by the Southern Mallee District 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 Southern Mallee District 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 Single Bargaining Unit 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 and benefits provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

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

- 10.2.1 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.
- 10.2.1.1 10 weeks notice or payment in lieu;
- 10.2.1.2 a redundancy payment at a rate of three weeks remuneration per year of continuous service in Local Government to a maximum of 104 weeks;
- 10.2.1.3 - A payment of up to 10% of annual remuneration to assist the employee to find alternative employment.
- 10.2.1.4 Pro rata long service leave whether or not the employee has attained seven years' service at the date of separation.
- 10.2.1.5 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 ensure that there is 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

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.

1.
 - A) Employee(s) shall in the first instance seek to resolve any disputes with the relevant Supervisor.
 - b) Conversely a Supervisor should seek to resolve any disputes directly with the employee(s) concerned, as appropriate.
 - c) 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.
 - d) If at this stage matters are unresolved the Works Manager will liaise with the Chief Executive Officer, as appropriate.
2. If the issues remain unresolved either party may refer the matter to the Australian Industrial Relations Commission for conciliation, and if necessary, arbitration. Both parties shall endeavour to have the hearing as early as possible.

3. While procedures (1) and (2) are being followed, work shall continue normally except in a bonafide situation where the physical safety of an employee is endangered.
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 be prejudiced by the fact that normal work has continued without interruption.
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 spread of hours being flexible by mutual agreement between employer and employee(s).

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 worked outside of standard hours specified above shall be only by mutual agreement between employer and relevant employee(s) in accordance with Clause 17 of this Agreement. If shift work is carried out, employees agree to work until 9.00 pm in daylight saving time.

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

Work outside of standard hours shall only occur by mutual agreement between the employer and relevant employee(s).

Employees undertaking patrol grading shifts in a two week cycle shall work in accordance with the terms and conditions outlined in Appendix B and shall not be covered under the terms of Clause 13 herein while performing shift grading cycles.

CLAUSE 14 CALL OUTS

Employees recalled to work 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, (6am – 7pm Monday to Friday). All time worked in excess of 1.5 hours will be paid at double time.

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 Bargaining Unit will during the life of this agreement establish a call out roster to ensure that work is undertaken on a shared basis.

CLAUSE 15 ROSTERED DAYS OFF

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

A maximum of 3 RDO's may be accrued at any one time unless due to extraordinary circumstances.

CLAUSE 16 PRODUCTIVITY DAYS

Every employee working a standard 9 day fortnight shall be allowed three days off each year as productivity 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, except employees have the option of retaining one day to be taken on the occasion of the Pinnaroo Show. Notice shall be given by the employees to the Works Manager or Supervisor by the Friday prior to the Pinnaroo Show if they intend to attend the show.

CLAUSE 17 CONDITIONS APPLICABLE TO PARTICULAR WORK GROUPS

Deployment of employees will be by mutual agreement between the employer and the appropriate employees 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.

In regard to the 48 overtime hours per year identified in the preceding paragraph, and including any additional overtime worked beyond 48 hours per year at penalty rates from Monday to Friday, the parties agree all such overtime hours can be accumulated as time in lieu for access by application.

Employees can accumulate these hours up to a maximum 38 hours 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 as at the first pay period in June, a maximum of 17 hours (2 days) of Time in Lieu may be accrued; any additional hours will be paid out t the

respective employee prior to the 30 June of that year.

Note: RDOs and Time in Lieu are two separate leave. RDOs are to be taken as whole days and Time in Lieu can be taken off in hours.

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

CLAUSE 19 WORKING SUPERVISORS

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

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

CLAUSE 20 SICK/PERSONAL LEAVE

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. In order to achieve these goals Sick Leave arrangements will be amended as follows:

Sick Leave is also available to be used as "Personal/Family" Leave. Such leave of up to 5 days per year will incorporate leave for employees who require time away from work for sickness, for themselves or their immediate family or for other personal or family needs. Where possible, employees are required to give prior notice of absence for Personal Leave to enable the Supervisor/Manager to make required adjustments to work schedules.

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 (including 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%.

CLAUSE 21 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, RDO, Annual Leave and Long Service Leave.

Sub Clause relating to payroll deductions deleted.

CLAUSE 22 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 23 RESOURCE SHARING

- 23.1 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.
- 23.2 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.
- 23.3 No employee shall suffer reduction in remuneration or benefits, either actual or accrued as a result of resource sharing.

CLAUSE 24 CORPORATE UNIFORMS

All permanent employees agree to abide by the employer's requirement for the compulsory wearing of its corporate wardrobe.

The corporate wardrobe will be reviewed on a biennial basis, established as the 1st of August each year, and the Council agrees to supply at no charge to each employee on an annual basis 6 items of clothing consisting of an agreed mix of trousers, long sleeved shirts in a choice fluro or denim, and jumpers with the clothing replaced on a fair wear and tear basis. The clothing will be worn at all times on Council duty, and reasonable care and use of the clothing will be taken. Where there is reason to believe that the clothing could get unreasonably dirty or damaged, overalls will be worn. The uniform will not be worn outside of working hours unnecessarily.

CLAUSE 25 PROTECTIVE CLOTHING/OCCUPATIONAL HEALTH WELFARE AND SAFETY

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

Suitable headgear (hats) will be supplied in consultation with employees. 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.

CLAUSE 26 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 27 OCCUPATIONAL HEALTHS AND SAFETY

That all employees shall have an understanding of Occupational Health Safety and Welfare Policies and Procedures and be aware of the location of the OHS&W Policies and Procedures.

CLAUSE 28 SUPERANNUATION

(i) The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

(ii) For the purpose of this Clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1999.

"Superannuation contributions" means:

(a) Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme.

(b) 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.

(c) Council will pay to the Superannuation Scheme an amount (in respect of each employee) no less than the amount specified in the Superannuation Guarantee Act.

(d) Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

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

(1) 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.

(2) 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.

(3) 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.

(4) 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.

- (5) 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.
- (6) 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.
- (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.
- (8) Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 29 SALARY/WAGE RATES

Upon registration with regard to the general intent and principles of the Enterprise Agreement the employer agrees to:

A. FIRST PAYMENT FROM 1st March 2011

Pay an across the board increase of 5.0% or CPI as per the Adelaide CPI September quarter 2010 (whichever is the greater) on employee's wage current at time of certification of this Agreement.

B. SECOND PAYMENT FROM 1st March 2012

Pay an across the board increase of 4.5% or CPI as per the Adelaide CPI September quarter 2011 (whichever is the greater) on employees per annum adjusted wage.

C. THIRD PAYMENT FROM 1st March 2013

Pay an across the board increase of 4.0% or CPI as per the Adelaide CPI September quarter 2012 (whichever is the greater) on employees per annum adjusted wage.

All payments shall be based on the Base Rate which incorporates Supplementary Payments and Service Increments.

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

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 Enterprise Bargaining Unit 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 change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor 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 provisions;
 - 4.1.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
 - 4.2 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 \$), 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;
- 8.4 ensure all redeployees are fully informed of these guidelines.

Shift Patrol Grading

The shift patrol grading service offered by the Southern Mallee District Council is based upon 2 shifts of 10.5hrs, 7 days on 7days off.

Both employees must agree to work any combination of 7 days worked and 7 days off within a pay period that achieves continuous shift patrol grading. The shift arrangement shall be agreed prior to the commencement of a shift period. Any shift arrangement shall be by mutual agreement with a relevant supervisor.

During times of optimum grading conditions generally contained within winter months. Where possible one week's notice will be given to operators prior to activating shift work and one week's notice prior to completing a shift.

Once shift work patrol grading has been activated the two week cycle must be completed.

The shifts can commence between 6.00 am and 6.30 am and conclude between 5.00 am and 5.30pm to achieve the required 10.5 hours per day. Both the commencement and conclusion of the shift can be at the operator's home or depot.

A council owned utility will be available at the end of each shift for use by the operator to return to his/her place of residence. The utility should be left at the depot, or may be delivered to the other operator as agreed between the operators.

Conditions

1. Position is classified level 7 of the Local Government Employees Award.
2. Positions are to receive, and be respondent to, all conditions of the Enterprise Agreement, excepting where the appendix varies those conditions.
3. This Appendix relates to the Patrol Grading positions within the Southern Mallee District Council to which staff have been employed to perform this specific function. Grader operators currently employed and who were not employed specifically to perform shift patrol grading are not obligated to perform shift patrol grading unless they choose of their own free will to perform shift patrol grading duties. Council can however increase Shift Patrol Grading staffing to more than two positions on the proviso that existing Grader Patrol employee positions are not put at risk or comprised by this option.
4. Any Saturday or Sunday is included as a normal working day in terms of Appendix B. Employees are not required to work when their rostered work day fall on a public holiday. The employee not working shall take the next rostered working day for the public holiday. Approved public holidays can only be worked by mutual agreement with the supervisor. Employees working approved public holidays shall be paid at the appropriate award rates.
5. The normal 10.5 hour shift to be paid at a flat rate (refer to 1 above).

6. Maximum hours to be worked in any one shift to be 12 hours. Any time worked in excess of 10.5 hours but less than 12 hours to be paid at time and one half.
7. At the time to be decided, operators will notify their immediate supervisor that the shift will initially extend beyond the normal 10.5 hour shift, in order to gain approval for incurring overtime.
8. Council guarantees a payment of 73.5 hours worked per fortnight paid at the relevant 76 hour fortnightly rate.
9. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved. A meeting of all Shift Patrol Operators will be held prior to the commencement of the first continuous period of Shift Patrol Grading. Periodical meetings with the operators undertaking shift patrol grading and either a Supervisor or Manager will occur to ensure any issues observed or envisaged by an operator is communicated to the Works Manager.
10. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 10.5 hours, while shift work is in progress. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.
11. Annual leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 10.5 hours, while shift work is in progress. This may be varied to a maximum of 152 hours per annum, based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council.
12. The application of this appendix is to be monitored by the Enterprise Bargaining Unit with any concerns or disputes to be resolved pursuant to the Grievance and Conflict Resolution Procedures (Clause 12) of the Agreement.
13. The shift incorporates work breaks of a 15 minute break and a recognized meal break of one half of an hour, timing of which will be at the operator's discretion, however as close to 12.30 pm as possible.
14. This appendix shall be read in conjunction with the Southern Mallee District Council Enterprise Bargaining Agreement 7 – 2011 provided that where there is any inconsistency this appendix shall take precedence.

SCHEDULE OF WAGE RATES

Classification	Year	Existing	1/3/2011 5.0% or CPI	1/3/2012 4.5% or CPI	1/3/2013 4.0% or CPI
ME1	1	752.76	790.40	825.97	859.00
	2	764.29	802.50	838.62	872.16
	3	775.62	814.40	851.05	885.09
ME2	1	785.97	825.27	862.41	896.90
	2	797.50	837.38	875.06	910.06
	3	808.83	849.27	887.49	922.99
ME3	1	819.98	860.98	899.72	935.71
	2	831.51	873.09	912.37	948.87
	3	842.82	884.96	924.78	961.78
ME4	1	861.00	904.05	944.73	982.52
	2	872.53	916.16	957.38	995.68
	3	883.85	928.04	969.80	1,008.60
ME5	1	889.10	933.56	975.56	1,014.59
	2	900.63	945.66	988.22	1,027.74
	3	911.96	957.56	1,000.65	1,040.67
ME6	1	913.17	958.83	1,001.98	1,042.05
	2	924.67	970.90	1,014.59	1,055.18
	3	936.59	983.42	1,027.67	1,068.78
ME7	1	937.16	984.02	1,028.30	1,069.43
	2	948.70	996.14	1,040.96	1,082.60
	3	960.04	1,008.04	1,053.40	1,095.54
ME8	1	959.23	1,007.19	1,052.52	1,094.62
	2	970.76	1,019.30	1,065.17	1,107.77
	3	982.10	1,031.21	1,077.61	1,120.71
ME9		1026.72	1,078.58	1,126.58	1,171.64

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