

# THE RURAL CITY OF MURRAY BRIDGE AWU ENTERPRISE BARGAINING AGREEMENT 2014

File No. 04097/2014B

**This Agreement shall come into force on  
and from 21 July 2014 and have a life  
extending until 31 March 2014  
therefrom.**

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



DATED 21/7/2014.

A handwritten signature in black ink, appearing to read "P. G. McNeil".

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COMMISSION MEMBER



**THE RURAL CITY OF  
MURRAY BRIDGE AWU  
ENTERPRISE  
BARGAINING  
AGREEMENT 2014**

**Final**



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<sup>1</sup> Clause number in previous version shown in brackets after page number

## **Part 1 APPLICATION AND OPERATION OF THE EBA**

### **1.1. Title**

- 1.1.1. This Agreement will be entitled The Rural City of Murray Bridge AWU Enterprise Bargaining Agreement 2014.

### **1.2. Arrangement**

### **1.3. Application**

- 1.3.1. This Agreement shall be binding upon The Rural City of Murray Bridge (the employer), its employees who are employed under the Local Government Employees Award, 1998 and the Amalgamated AWU(SA) State Union (the Union).

### **1.4. Commencement Date and Duration**

- 1.4.1. This Agreement shall take effect from the date of approval by the South Australian Industrial Relations Commission and its nominal expiry date is 31 March 2017.
- 1.4.2. This Agreement will be reviewed and renegotiated during the final three months of this Agreement.
- 1.4.3. This Agreement shall continue in force until rescinded or replaced with a new signed Agreement and from the date the new signed Agreement is approved with the Commission.

### **1.5. Definitions**

- 1.5.1. Agreement means The Rural City of Murray Bridge AWU Enterprise Bargaining Agreement 2014.
- 1.5.2. Award means the Local Government Employees Award 1998 as applying at certification of the Agreement.
- 1.5.3. Consultation is the process that will have regard to employees' interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees.
- 1.5.4. Council means The Rural City of Murray Bridge.
- 1.5.5. Development means learning activities that are directed towards overall improvement in competence beyond the individual's usual competence.
- 1.5.6. Employer means The Rural City of Murray Bridge and also includes the Chief Executive Officer acting on behalf of Council whether by delegation or under management principles.
- 1.5.7. Employee means any employee of the Council who performs work covered by this Agreement and the Award.
- 1.5.8. Senior Management Team means the group of department managers led by the Chief Executive Officer, who are empowered to make operational decisions for the Council.
- 1.5.9. Salary means rates as prescribed in Schedule 1 and superannuation.
- 1.5.10. Union means the amalgamated Australian Workers Union (SA) state union.
- 1.5.11. Workplace Representative means an AWU member or members elected by the membership from the membership and appointed under the rules of the Union, whose role is to effectively represent the interests of members of the workplace.
- 1.5.12. Statewide Super means the superannuation scheme established and maintained under the Local Government Act, 1999 (as amended from time to time).

1.5.13. Superannuation contributions means:

I. Contributions which the employer is required to pay under the terms of the rules governing the Statewide Super Scheme

II. Contributions which the employer must pay to a 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.

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

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

**1.6. Continuous Service**

1.6.1. N/A

**1.7. Relationship to Parent Award and Supersession**

1.7.1. This Agreement shall incorporate the Local Government Employees Award 1998 as a term of the agreement, provided that where there is any inconsistency this Agreement shall take precedence.

1.7.2. This Agreement terminates all previous Agreements upon approval.

**1.8. Intent and Objectives**

1.8.1. This Agreement has been negotiated to reflect the changing nature of Local Government in South Australia and the increasing demands for high levels of accountability and service delivery to the community.

1.8.2. The objective of the Agreement is therefore to provide a framework for the Rural City of Murray Bridge to be a leading local government authority through the development and support of a flexible workforce and management structure committed to the continued improvement of productivity and efficiency.

1.8.3. This will be achieved in particular through the implementation of recommendations arising from the 2014 Engineering Continuous Improvement Audit report by:

1.8.3.1. Introduction of a new business model better defining the relationship between the Operations Teams and the Engineering and Assets Team.

1.8.3.2. Development of a business model that aims to optimize the mix of work across internal staff, regular contractors and project-specific contractors.

1.8.3.3. A stronger focus on project management and quality assurance, in particular of contracted work.

1.8.3.4. Ensuring appropriate levels of plant and equipment based on a strategic assessment of use and efficiencies.

1.8.3.5. Introduction of mobile communications to streamline work programming and reporting with operations teams.

1.8.4. This will be complemented through:

1.8.4.1. Introduction of key performance indicators and performance targets to achieve real and lasting improvements in efficiency, flexibility and productivity.

1.8.4.2. Developing flexibility in the work environment to improve the quality of service provided to customers to ensure that customer needs are promptly and efficiently met.

- 1.8.4.3. Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Rural City of Murray Bridge and the achievement of real and sustainable improvements in productivity.
- 1.8.4.4. Increase the level of overall employee job satisfaction through the facilitation of the acquisition and application of skills and training relevant to the organisational needs with the aim of improving individual skills, innovation and excellence.
- 1.8.4.5. Adopting practices that improve standards of Work Health and Safety.

### **1.9. Variation**

- 1.9.1. This Agreement may be varied by mutual consent of both parties during the life of this Agreement.



## **Part 2 Flexibility**

### **2. Specific Flexibility**

#### **2.1.1. Rostered Day Off Arrangements**

2.1.1.1. It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is, 76 hours per fortnight worked over 9 days at 8.44 hours per day. Time worked on a rostered day off shall be taken off as time-off in lieu at a later date.

#### **2.1.2. Flexible Hours of Work**

2.1.2.1. The spread of ordinary hours of work for employees will be between 6.00am and 6.00pm Monday to Friday inclusive. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and the employees concerned.

2.1.2.2. Employees may be required to work up to a maximum of 86 hours per 9-day fortnight at standard time. Additional hours worked in accordance with this clause shall be banked at ordinary time provided that the flexi time bank is not greater than 38 hours at any one time. Employees are not permitted to accumulate banked hours in excess of 38 hours without the expressed written authority of their Manager.

2.1.2.3. The maximum hours that may be worked under the flexible hours arrangement per day is 10 hours. This extra time is to be banked at ordinary time and to be taken as time-off in lieu, at a mutually convenient time, to be agreed between the employer and the employee. Hours worked in excess of 10 hours per day will be paid at award rates.

2.1.2.4. The time off in lieu bank must be cleared completely by 31 December annually. On this day, any time still available in the individual's "bank" will be paid out at the agreed rate (ordinary time). Any variation to this clause must be made in writing by mutual consent between the employer and employee.

2.1.2.5. When employees are required to work in excess of their normal hours (i.e. 8.44 hours) per day this extension is to be done by mutual agreement between the Manager Civil Operations and any individual employee or work group.

2.1.2.6. Employees may wish to convert time worked on Saturdays, Sundays, Public Holidays and Rostered Days off as "banked" time as per the award rates. All such circumstances will be done by mutual agreement between the employer and the employee.

2.1.2.7. The Council expects that any accrued flexi time should be taken on or before the last day of employment, wherever possible. Any flexi time not taken on or before the last day of employment shall be paid out at the ordinary hourly rate.

## **Part 3 Communication, Consultation and Dispute Resolution**

### **3.1. Consultative Mechanism**

- 3.1.1. The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.
- 3.1.2. Single Bargaining Unit
  - 3.1.2.1. The Single Bargaining Unit shall be established to negotiate an Agreement
  - 3.1.2.2. The Term of Membership shall be the same as the term of the Agreement
  - 3.1.2.3. The Single Bargaining Unit shall consist of equal numbers of:-
  - 3.1.2.4. Employer representatives nominated by the Council
  - 3.1.2.5. Employee representatives elected by employees which will include the Union.
- 3.1.3. The role of the Single Bargaining Unit shall be:
  - 3.1.3.1. To reach decisions by consensus. All decisions will operate as recommendations.
  - 3.1.3.2. To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
  - 3.1.3.3. To provide a forum for information flow between the employer and employees.
  - 3.1.3.4. To monitor implementation of the 2014 Engineering Continuous Improvement Audit report recommendations on a regular basis
  - 3.1.3.5. To make recommendations to management to ensure that the agreed targets and performance indicators (at Attachment 2) are met
- 3.1.4. The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

### **3.2. Employee Relations**

- 3.2.1. The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- 3.2.2. The parties agree that consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.
- 3.2.3. The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential. It is further recognised that change is not necessarily driven by management and that catalyst for change is welcome from all areas of Council.
- 3.2.4. Management is committed to ensure that there is an opportunity for employees to be included and express their opinion before significant changes occur which are likely to have an impact on the workplace and their roles, including structural reform.
- 3.2.5. As soon as changes in positions, roles or structures are being considered, there should be consultation involving all parties who may be directly affected by the change. There will be full, open and honest disclosure of all information relevant to the change, presented within a time frame to allow meaningful consideration and consultation.
- 3.2.6. Recognising the principle of the above statements management reserves the right to manage the organisation to achieve outcomes.

### **3.3. Dispute Settlement Procedure**

#### **3.3.1. Procedure in relation to disputes arising from the operation of this Agreement**

- 3.3.1.1. In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 3.3.1.2. Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of the members employed by Council.
- 3.3.1.3. In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

#### **3.3.2. Procedure in Relation to Disputes Arising out of Employment**

- 3.3.2.1. The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.
- 3.3.2.2. Parties also agree where practicable the dispute settlement procedure will be used to deal with all industrial problems associated with the workplace. This is to ensure that industrial disputation is kept to an absolute minimum.
- 3.3.2.3. It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employee/s and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare or have prepared the record.

##### **Stage One**

The employee and/or his or her nominated representative will contact the relevant Group Leader/Manager to attempt to settle the issue at that level.

##### **Stage Two**

If the issue is not settled at Stage One, the employee and/or his or her nominated representative will meet with the next in line of authority. This process will continue until the Chief Executive Officer becomes involved.

##### **Stage Three**

If the issue is not settled at Stage Two the Chief Executive Officer will meet with the parties including the Union organiser.

##### **Stage Four**

If the matter is not settled at Stage Three the Chief Executive Officer and the relevant union official shall seek resolution through the South Australian Industrial Relations Commission. This procedure is not intended to preclude ultimate access by either party to the Industrial Relations Commission for conciliation or arbitration purposes.

The processes in Stages 1, 2 and 3 shall be completed within 14 working days of the issue being raised (stage 1) to ensure expedient resolution.

## **Part 4 Employer and Employees duties Employment Relationship and Related Arrangements**

### **4.1. Career Planning and Development**

- 4.1.1. At the conclusion of each twelve month period following certification of this Agreement an employee under this Agreement shall be eligible for payment of their next annual increase in accordance with Clause 5.2 provided the employee has:
  - 4.1.1.1. participated in at least one formal Career Planning and Development interview with their immediate Group Leader in accordance with the requirements of the program; and
  - 4.1.1.2. that this interview was conducted during the twelve months preceding the date of effect of the subsequent round of increases as detailed in Clause 5.2.
- 4.1.2. Where an employee has failed to participate in a formal Career Planning and Development interview in accordance with Clause 21.1 above the second and/or third round of pay increases shall not be paid until the employee has so participated.
- 4.1.3. Where an employee has failed to participate in a formal Career Planning and Development interview in accordance with Clause 21.1 above and subsequently agrees to so participate, payment of pay increases shall be paid on or from the first pay period after the formal interview has been held. Pay increases will not be back-dated.
- 4.1.4. It is the responsibility of the Group Leader to ensure a formal interview is arranged with his/her employee(s) and it is the responsibility of the Group Leader to conduct this interview as soon as reasonably practicable after the employee has been advised.

## **Part 5 Wages and Related Matters**

### **5.1. Classification Structure**

5.1.1. The parties agree that the classification structure shall consist of 14 Grades defined as follows:

**Grades 1 – 3** apply to employees employed under a Supported Wage System, School-based Apprenticeship, traineeship and/or juniors.

**Grade 4** - is the entry level for all classifications under the Local Government Employee Award 1998 where operational employees possess minimal experience and/or qualifications (excluding trainees and apprentices). Employees will progress to Grade 5 upon acquiring a Certificate III (in Horticulture, Arboriculture or Civil Works) obtained through on-the-job training and/or external accredited training over a number of months.

**Grades 5 – 7** cover employees who have acquired a minimum Certificate III (in Horticulture Arboriculture or Civil Works) obtained through on-the-job training and/or external accredited training. Various positions may also require employees to hold and maintain appropriate licences, certificates and/or tickets the operation of tools, plant, machinery and/or equipment in accordance with the requirements of the position.

**Grades 8 – 10** cover Team Leaders possessing the qualifications, skills and knowledge contained within Attachment 3 – Team Leader (Qualifications, Skills and Knowledge)

**Grades 11– 14** cover Group Leaders possessing the qualifications, skills and knowledge contained within Attachment 4 – Group Leader (Qualifications, Skills and Knowledge)

### **5.2. Pay Increases**

5.2.1. Upon registration with regard to the general intent and principles of the Enterprise Agreement, the Council agrees to:

#### **First Round Pay Increases**

5.2.1.1. Pay an across the board increase of 3.5% effective from the date of certification to all employees covered by this Agreement and from the first pay period on or from 1 April 2014.

#### **Second Round Pay increases**

5.2.1.2. Pay an across the board increase of 3% effective from the first pay period on or from 1 April 2015.

5.2.1.3. *Pay a further (up to) 1% upon satisfactory attainment of the Performance Indicators associated with implementation of the 2014 Engineering Continuous Improvement Audit report recommendation. Satisfactory attainment to be determined based on a recommendation by the Consultative Committee to management.*

#### **Third Round Pay increases**

5.2.1.4. Pay an across the board increase of 2.5% effective from the first pay period on or from 1 April 2016.

5.2.1.5. *Pay a further (up to) 1.5% upon satisfactory attainment of the Performance Indicators associated with implementation of the 2014 Engineering Continuous Improvement Audit report recommendation. Satisfactory attainment to be determined based on a recommendation by the Consultative Committee to management.*

5.2.2. All increases shall be paid on current rates and incorporate Supplementary Payment and Service Increments

### **5.3. No further Claims**

- 5.3.1. All parties undertake that during the period of operation of this Agreement there shall be no further claims sought, or granted, except for those provided under the terms of this Agreement.
- 5.3.2. This Enterprise Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such National or State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

### **5.4. Allowances**

- 5.4.1. As part of previous Enterprise Bargaining Agreements, allowances have been absorbed into pay increases and as such, the following allowances as provided under the award do not apply:
- |                         |                          |
|-------------------------|--------------------------|
| (1) Confined Spaces     | (2) Dead Animals         |
| (3) Wood Chipping       | (4) Money Handling       |
| (5) Towing (trailer)    | (6) Fertiliser Spreading |
| (7) Burning of Grass    | (8) Wet Work             |
| (9) Height              | (10) Toxic Substance     |
| (11) Bitumen            | (12) Boot                |
| (13) Litter Driver      | (14) Toilet Cleaning     |
| (15) Drivers Licence    | (16) Disability          |
| (17) Cemetery Allowance |                          |
- 5.4.2. For the purpose of this Agreement, the current travelling allowance paid to employees using their own vehicle will continue to apply.

### **5.5. Income Protection**

- 5.5.1. The employer will take out and continue to hold for the term of this Agreement a policy of insurance to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover all accidents that occur outside working hours including travel to and from work, and all illnesses.
- 5.5.2. The employer will continue to make Superannuation contributions on behalf of an employee who accessing Income Protection for the period that they are absent. Contributions will be made at the same rate as the last pay period prior to the employee entering Income Protection.
- 5.5.3. Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

### **5.6. Salary Packaging**

- 5.6.1. By agreement between the Council and the employee, the employee can elect to package his/her gross salary.
- 5.6.2. The parties agree that packaging arrangements will be implemented on the following basis:
- 5.6.3. The amount of gross salary to be packaged shall not exceed legislative requirements.
- 5.6.4. The parties shall agree to the items capable of being included in the salary package.
- 5.6.5. The employee's substantive gross salary for all purposes including, but not limited to, employer contribution superannuation, annual leave, annual leave loading, enterprise bargaining payments and increases, and long service leave, shall be the pre-sacrificing salary.

5.6.6. The parties shall agree that the introduction of salary packaging will not result in additional cost to the employer, including Fringe Benefits Tax.

### **5.7. Corporate Uniform**

5.7.1. All employees will wear a uniform. The uniform will be provided to the employee free of cost.

5.7.2. The employer will provide, all new full time employees with an initial corporate uniform consisting of the following :

- Two suits of coverall overalls; or
- Two short sleeve shirts only to be worn if coverall overall is being worn, or
- Two long sleeve work shirts
- Two pairs of trousers; or
- Two micro mesh polo shirts, day use only or
- A combination of any of the above.
- Winter Jacket
- Windcheater.
- One broadbrim hat or bucket hat

5.7.3. Such clothing will be replaced on a fair wear-and-tear basis.

5.7.4. The SBU committee will meet when required to negotiate the corporate uniform and discuss issues that will include but not be limited to:

- Colour
- Type
- Material
- Safety requirements
- Replacement
- Amount

5.7.5. Employees will be supplied with approved safety type footwear to the value of \$121 inc GST to be worn in accordance with the employee's responsibilities under the Occupational, Health, Safety and Welfare Act 1988.

5.7.6. The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

### **5.8. Superannuation**

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

### **5.9. Higher Duties/ Mixed Functions**

5.9.1. An employee directed by their employer to perform duties of higher value exceeding the classification grades of the Award but inclusive of grades in this EBA (ie Grades 9 – 14 inclusive) shall be paid in accordance with the Higher Duties conditions of the Award provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of two working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.

5.9.2. An employee directed by their employer to perform duties of higher value but within the classification grades of the Award (ie Grades 1 – 8 inclusive) shall be paid in accordance with the Mixed Functions conditions of the Award.

## **Part 6 Hours of Work**

### **6.1. Part Time Employees**

- 6.1.1. An employee employed on less than a full time basis may be engaged as a part time employee. The spread of ordinary hours for such employees will be provided to them in writing before their commencement of employment.
- 6.1.2. The employer may declare a vacant position as a part-time position. At no time will the number of part-time positions exceed 20% of the number of full-time positions.
- 6.1.3. A part-time employee will be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 38 hours in any one week. Any other time worked in excess of the employee's usual contracted hours of work will not attract overtime rates. In the event of the employee being required to work additional hours the employer will attempt to give reasonable notice of the requirement.
- 6.1.4. The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the employer. This provision applies to meet the short-term requirements of either party.
- 6.1.5. Part-time employees will be offered additional hours whenever practicable to do so before any new casual or temporary employees are engaged, provided all things are equal.



## **Part 7 Leave of Absence**

### **7.1. Annual Leave Loading**

7.1.1. Annual leave loading of 17.5% will be paid to all employees as a lump sum on the first pay period in December of each year.

### **7.2. Sick Leave**

7.2.1. An employee shall be allowed a maximum aggregate of three days sick leave per annum without a medical certificate or other reasonable evidence, provided that for any period of sick leave of two consecutive days or more, 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, satisfactory medical or other evidence shall be submitted to the employer by the employee concerned.

7.2.2. If so required by his/her employer, an employee must produce to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on any day or days in respect of which the employee claims sick leave.

7.2.3. Employees may access their accrued sick leave for purposes that include:

7.2.3.1. Additional bereavement leave

7.2.3.2. Caring for a family member who is sick and/or injured

7.2.3.3. any genuine urgent situation where planning in advance to take another form of leave was not foreseeable

7.2.3.4. for any other purpose (emergency or otherwise) agreed with the Council

### **7.3. Long Service Leave**

7.3.1. The Long Service Leave Act SA 1987 (as amended) provides for the granting of long service leave to employees. Long service leave accrues at a rate of 1.3 weeks per year and employees qualify for 13 weeks leave after 10 years continuous service. After ten years, additional leave accrues at the rate of 1.3 weeks per year.

7.3.2. Subject to the provisions of the Long Service Leave Act, the following conditions apply:-

7.3.2.1. Where requested by the employee and with the approval of the Chief Executive Officer, long service leave may be taken at half the time at double the pay rate.

7.3.2.2. Upon application, and following consideration of the needs of the organisation and with the approval of the Chief Executive Officer, staff may be granted pro-rata long service leave following 7 year's continuous service.

7.3.2.3. Where a written request is received from an employee, in lieu of taking of leave and with the approval of the Chief Executive Officer, payment may be made to the employee for the dollar value of part or total of the long service leave accrued.

7.3.2.4. Long Service Leave can be taken in minimum blocks of 1 week. This may be reduced at the discretion of the Chief Executive Officer in exceptional circumstances.

#### **7.4. Training**

- 7.4.1. The employer is committed to enhancing the skills of its workforce through the provision of appropriate training, both internal (on the job) and external (through attendance at training courses) and will support and encourage employee participation.
- 7.4.2. It is recognised that participation in training and development programs and activities should result in a multi-skilled work force which has the potential to improve productivity for the ultimate good of the community.
- 7.4.3. When an employee is requested to attend an agreed training program, the employee and the Chief Executive Officer (or nominee) will mutually agree on the terms of attendance. It is expected that the Agreement will cover such things as:-
- payment of course fees
  - time and travel to and from the place of attendance
  - appropriate transport to the venue.
- 7.4.4. As a general principle all training requested by the employer will be conducted in the employer's time. However, where it is not possible for training to be conducted within working hours, it may be done after hours and paid at ordinary rates of pay. However all training done outside of normal hours will be done through mutual agreement between the employer and the employees concerned.
- 7.4.5. As a means of providing greater flexibility in the provision of training and development opportunities, time spent at structured training programs may be conducted on a Saturday, subject to individual agreement but not exceeding 15 hours per annum. By mutual agreement between the individual and the employer such training will be paid at standard rates of pay, or alternatively may be taken as time in lieu at regular time.
- 7.4.6. The allocation of training funds will be in accordance with an agreed training plan based on a training needs analysis and skills audit which will take into account the skill enhancement requirements of individual employees and the organisational needs. The training plan will be developed in consultation with departmental managers. Appropriate Occupational Health, Safety and Welfare training will be incorporated into the training plan.

## **Part 12 Other**

### **12.1. Contestability**

- 12.1.1. The parties recognise the broad aims of the National Competition Policy and the increasing pressure being extended from the Federal and State Governments and the community to introduce competitive tendering as a means of ensuring the delivery of services in a cost effective manner.
- 12.1.2. The parties further recognise that this approach may affect the way in which services are delivered to the community.
- 12.1.3. The Council undertakes to anticipate and respond whenever possible to legislation and policy changes and accepts this is an on-going process necessary to support the organisation, the community and employees.
- 12.1.4. The Council for its part is committed to the philosophy that all tenders contested should, in the workplace environment created by the Agreement, be able to be won by the existing workforce where appropriate, and the Council if it wishes, may submit tenders to perform work for other organisations.
- 12.1.5. The Council is committed to the principle that work historically undertaken by employees will, subject to present and future requirements of the Trade Practices Act or other competition legislation, continue to be performed by the workforce, subject to the real cost, quality and levels of service being equal. In this regard, it is agreed to adopt the following contestability principles:
  - 12.1.5.1. To achieve the goals of benchmarking Council is committed to providing training of the Single Bargaining Unit.
  - 12.1.5.2. Work currently performed by the existing workforce will be benchmarked where deemed or identified by management in conjunction with the SBU against like industries/organisations to identify the benchmarked price and service quality required to effectively deliver the service to meet the specification of works.
  - 12.1.5.3. Provided the work undertaken by existing employees is able to match or exceed the benchmark and all other relevant factors are equal then the work will continue to be performed in-house.
- 12.1.6. During the life of this Agreement work that arises, and which is additional to programmed works and services presently undertaken by the employees will be subject to market forces through public tender. Should the employees seek to gain this additional work, appropriate training and support will be developed for those groups engaged in competitive tendering.

### **12.2. Performance Measurement**

- 12.2.1. Performance measurement is linked to overall organisational productivity with the ultimate aim of increased productivity, which in turn leads to relative declines in costs and prices.
- 12.2.2. Performance measurement is a systematic approach to determining how well a council is meeting the needs of the community. It does this through the assessment of inputs, outputs and outcomes associated with providing the services, the provision of feedback on the success of meeting goals and objectives, and the provision of a starting point for the evaluation process. Performance measurement has benefits for the community, the employees and the organisation.
- 12.2.3. Performance measurement provides the community with an assessment of council performance, and an evaluation of council programs and services. The performance measurement process also promotes open communication between the council and the community, and is a way of improving accountability also to the community.

- 12.2.4. Performance measurement provides for the organisation an incentive for continuous improvement, furnishes information to assist in setting the direction for the allocation of resources and provides data that aids in developing community goals and objectives.
- 12.2.5. To measure performance it is essential to develop performance indicators. These indicators will be developed by work groups in each area. Training will be provided to all staff covered by this Agreement. (Performance indicators are the mechanisms of performance measurement and will result in the identification of output standards and targets). It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice Benchmarks. They enable the identification of areas where there is a potential for further improvements.
- 12.2.6. Performance indicators will be developed during the life of this Agreement and will include but not be limited to:
- 12.2.6.1. Customer service (internal/external) e.g. quality with respect to roads and drainage
  - 12.2.6.2. Customer satisfaction (internal/external)
  - 12.2.6.3. Wastage and rework
  - 12.2.6.4. Workforce participation in productivity improvements
  - 12.2.6.5. Financial performance
  - 12.2.6.6. Staff absenteeism
  - 12.2.6.7. Work organisation and flexibility
  - 12.2.6.8. Equipment down time
  - 12.2.6.9. Assessment against industry standards
  - 12.2.6.10. Efficiency
  - 12.2.6.11. Occupational Health and Safety
- 12.2.7. The parties to this Agreement are committed to ensuring that all parts of the organisation are operating at a level of efficiency and cost effectiveness that compares favourably with providers of similar services in the community at large.

### **12.3. Employee Protection**

- 12.3.1. The Council is committed for the life of this Agreement to no forced redundancy, provided that Management retains sole discretion in deployment and redeployment of employees at the same level.
- 12.3.2. In the event of redundancies being required they shall be through a VSP as follows:-
- 12.3.2.1. 8 weeks notice of termination or payment of total weekly wage in lieu thereof;
  - 12.3.2.2. 3 weeks severance payment for every year of service with the Council to a maximum payment of 104 weeks (the 104 weeks maximum includes the period of notice referred to in clause 20.2(a) )
  - 12.3.2.3. An amount of up to 10% of the employee's annual wage may be reimbursed to the employee by Council to assist the employee who is genuinely seeking other employment.

### **12.4. Disciplinary Process**

- 12.4.1. In the event of employee misdemeanours and/or misconduct, the formal disciplinary process covered within Council's Human Resources Policies and Procedures (Schedule 2 - Discipline Policy H501) shall be followed.

**Part 13 Signatories**

SIGNED ON BEHALF OF THE EMPLOYER

.....  
**Signature**

.....  
**Date**

.....  
**Name in Full**

.....  
**Position**

.....  
**Address**

.....  
**Witness**

.....  
**Witness Name in Full**

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

.....  
**Signature**

.....  
**Date**

.....  
**Name in Full**

.....  
**Position**

.....  
**Address**

.....  
**Witness**

.....

## Attachment 1. Salary levels applicable for the life of the Agreement

Schedule 1 Wages		First Pay Period on / from 1/4/2014			First Pay Period on / from 1/4/2015			First Pay Period on / from 1/4/2016		
Current Rate		3.5% Increase			4% Increase			4% Increase		
ME Grading	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Grade 1 Year 1	\$42,215.09	\$22.11	\$840.24	\$43,692.62	\$23.00	\$873.85	\$45,440.32	\$23.92	\$908.81	\$47,257.94
Grade 1 Year 2	\$42,809.09	\$22.42	\$852.07	\$44,307.41	\$23.32	\$886.15	\$46,079.70	\$24.25	\$921.59	\$47,922.89
Grade 1 Year 3	\$43,391.13	\$22.73	\$863.65	\$44,909.82	\$23.64	\$898.20	\$46,706.21	\$24.58	\$934.12	\$48,574.46
Grade 2 Year 1	\$44,041.17	\$23.07	\$876.59	\$45,582.61	\$23.99	\$911.65	\$47,405.92	\$24.95	\$948.12	\$49,302.15
Grade 2 Year 2	\$44,632.18	\$23.38	\$888.35	\$46,194.31	\$24.31	\$923.89	\$48,042.08	\$25.29	\$960.84	\$49,963.76
Grade 2 Year 3	\$45,215.71	\$23.68	\$899.97	\$46,798.26	\$24.63	\$935.97	\$48,670.19	\$25.62	\$973.40	\$50,617.00
Grade 3 Year 1	\$46,440.82	\$24.33	\$924.35	\$48,066.25	\$25.30	\$961.32	\$49,988.90	\$26.31	\$999.78	\$51,988.45
Grade 3 Year 2	\$47,041.34	\$24.64	\$936.30	\$48,687.79	\$25.63	\$973.76	\$50,635.30	\$26.65	\$1,012.71	\$52,660.71
Grade 3 Year 3	\$47,629.03	\$24.95	\$948.00	\$49,296.05	\$25.95	\$985.92	\$51,267.89	\$26.98	\$1,025.36	\$53,318.60
Grade 4 Year 1	\$48,771.99	\$25.55	\$970.75	\$50,479.01	\$26.57	\$1,009.58	\$52,498.17	\$27.63	\$1,049.96	\$54,598.10
Grade 4 Year 2	\$49,371.00	\$25.86	\$982.67	\$51,098.99	\$26.89	\$1,021.98	\$53,142.94	\$27.97	\$1,062.86	\$55,268.66
Grade 4 Year 3	\$49,957.93	\$26.17	\$994.35	\$51,706.46	\$27.21	\$1,034.13	\$53,774.72	\$28.30	\$1,075.49	\$55,925.70
Grade 5 Year 1	\$50,367.59	\$26.38	\$1,002.51	\$52,130.46	\$27.44	\$1,042.61	\$54,215.67	\$28.53	\$1,084.31	\$56,384.30
Grade 5 Year 2	\$50,967.35	\$26.70	\$1,014.45	\$52,751.21	\$27.76	\$1,055.02	\$54,861.26	\$28.87	\$1,097.23	\$57,055.71
Grade 5 Year 3	\$51,555.05	\$27.00	\$1,026.14	\$53,359.48	\$28.08	\$1,067.19	\$55,493.86	\$29.21	\$1,109.88	\$57,713.61
Grade 6 Year 1	\$51,734.60	\$27.10	\$1,029.72	\$53,545.31	\$28.18	\$1,070.91	\$55,687.12	\$29.31	\$1,113.74	\$57,914.61
Grade 6 Year 2	\$52,331.35	\$27.41	\$1,041.60	\$54,162.95	\$28.51	\$1,083.26	\$56,329.47	\$29.65	\$1,126.59	\$58,582.64
Grade 6 Year 3	\$52,919.80	\$27.72	\$1,053.31	\$54,771.99	\$28.83	\$1,095.44	\$56,962.87	\$29.98	\$1,139.26	\$59,241.39
Grade 7 Year 1	\$53,097.09	\$27.81	\$1,056.84	\$54,955.49	\$28.92	\$1,099.11	\$57,153.71	\$30.08	\$1,143.07	\$59,439.86
Grade 7 Year 2	\$53,696.86	\$28.13	\$1,068.77	\$55,576.25	\$29.25	\$1,111.53	\$57,799.30	\$30.42	\$1,155.99	\$60,111.27
Grade 7 Year 3	\$54,283.80	\$28.43	\$1,080.46	\$56,183.73	\$29.57	\$1,123.67	\$58,431.08	\$30.75	\$1,168.62	\$60,768.33
Grade 8 Year 1	\$54,351.70	\$28.47	\$1,081.81	\$56,254.01	\$29.61	\$1,125.08	\$58,504.17	\$30.79	\$1,170.08	\$60,844.34
Grade 8 Year 2	\$54,948.45	\$28.78	\$1,093.69	\$56,871.65	\$29.93	\$1,137.43	\$59,146.51	\$31.13	\$1,182.93	\$61,512.37
Grade 8 Year 3	\$55,537.65	\$29.09	\$1,105.41	\$57,481.47	\$30.25	\$1,149.63	\$59,780.73	\$31.46	\$1,195.61	\$62,171.96
Grade 9 Year 1	\$56,148.57	\$29.41	\$1,117.57	\$58,113.77	\$30.59	\$1,162.28	\$60,438.32	\$31.81	\$1,208.77	\$62,855.85
Grade 9 Year 2	\$56,766.20	\$29.73	\$1,129.87	\$58,753.02	\$30.92	\$1,175.06	\$61,103.14	\$32.16	\$1,222.06	\$63,547.26
Grade 9 Year 3	\$57,390.63	\$30.06	\$1,142.29	\$59,399.30	\$31.26	\$1,187.99	\$61,775.27	\$32.51	\$1,235.51	\$64,246.29
Grade 10 Year 1	\$58,021.93	\$30.39	\$1,154.86	\$60,052.70	\$31.61	\$1,201.05	\$62,454.81	\$32.87	\$1,249.10	\$64,953.00
Grade 10 Year 2	\$58,660.17	\$30.73	\$1,167.56	\$60,713.28	\$31.95	\$1,214.27	\$63,141.81	\$33.23	\$1,262.84	\$65,667.48
Grade 10 Year 3	\$59,305.43	\$31.06	\$1,180.41	\$61,381.12	\$32.31	\$1,227.62	\$63,836.36	\$33.60	\$1,276.73	\$66,389.82
Grade 11 Year 1	\$59,957.79	\$31.41	\$1,193.39	\$62,056.31	\$32.66	\$1,241.13	\$64,538.57	\$33.97	\$1,290.77	\$67,120.11
Grade 11 Year 2	\$60,617.32	\$31.75	\$1,206.52	\$62,738.93	\$33.02	\$1,254.78	\$65,248.48	\$34.34	\$1,304.97	\$67,858.42
Grade 11 Year 3	\$61,284.11	\$32.10	\$1,219.79	\$63,429.05	\$33.38	\$1,268.58	\$65,966.22	\$34.72	\$1,319.32	\$68,604.86
Grade 12 Year 1	\$61,958.24	\$32.45	\$1,233.21	\$64,126.78	\$33.75	\$1,282.54	\$66,691.85	\$35.10	\$1,333.84	\$69,359.52
Grade 12 Year 2	\$62,639.78	\$32.81	\$1,246.77	\$64,832.17	\$34.12	\$1,296.64	\$67,425.46	\$35.49	\$1,348.51	\$70,122.48
Grade 13 Year 1	\$63,328.82	\$33.17	\$1,260.49	\$65,545.33	\$34.50	\$1,310.91	\$68,167.14	\$35.88	\$1,363.34	\$70,893.83
Grade 13 Year 2	\$64,025.43	\$33.54	\$1,274.35	\$66,266.32	\$34.88	\$1,325.33	\$68,916.97	\$36.27	\$1,378.34	\$71,673.65
Grade 13 Year 3	\$64,729.71	\$33.90	\$1,288.37	\$66,995.25	\$35.26	\$1,339.90	\$69,675.06	\$36.67	\$1,393.50	\$72,462.06
Grade 14 Year 1	\$65,441.74	\$34.28	\$1,302.54	\$67,732.20	\$35.65	\$1,354.64	\$70,441.49	\$37.07	\$1,408.83	\$73,259.15
Grade 14 Year 2	\$66,161.60	\$34.65	\$1,316.87	\$68,477.26	\$36.04	\$1,369.55	\$71,216.35	\$37.48	\$1,424.33	\$74,065.00
Grade 14 Year 3	\$66,889.38	\$35.04	\$1,331.36	\$69,230.51	\$36.44	\$1,384.61	\$71,999.73	\$37.89	\$1,439.99	\$74,879.72

<b>Policy Name</b>	<b>Discipline Policy</b>	<b>H501</b>	
<b>Originator</b>	Human Resources		
<b>Date approved by SMT</b>	6 October 2009		
<b>Last revision date</b>	26/07/2009	<b>Rev No</b>	4
<b>Applicable legislation</b>	Municipal Officers' Award Local Government Employees' Award Australian Nursing Award Health Services Award Workplace Agreements Local Government Act (1999) Fair Work Act 2004 (SA) Fair Work Act 2009 (Fed)		
<b>Date of next review</b>	26/7/2010		

## 1. Introduction

This policy is to ensure that all discipline matters involving staff employed by the Rural City of Murray Bridge are handled in a fair, just and reasonable manner. \

## 2. Definitions

- Employees are all persons paid through the Council payroll system.

## 3. Purpose of Policy

- The purpose of this policy is to provide a basis for resolving issues associated with inappropriate employee conduct and/or behaviour which breaches Council policies and procedures, legislative provisions, and/or the "Employee Code of Conduct" as applicable within the workplace.
- The policy also provides employees with the opportunity to modify their conduct and/or behaviour to align with expected standards.
- The policy applies to all Council employees (excluding temporary agency staff). It ensures all employees understand their rights and responsibilities with respect to workplace conduct and behaviour and the standards which are expected of them.
- The policy is designed to support the development of mutual trust and respect between managers / supervisors / team leaders and employees whilst enabling managers/supervisors/team leaders to take constructive and required action as necessary.
- Council expects managers and supervisors to exercise discretion and sound judgement when dealing with minor issues, treating employees with dignity and respect and as responsible individuals.
- Where management considers a serious breach has occurred investigative action will be initiated immediately in accordance with the discipline procedure so as to minimise any unnecessary impact to the operation of the Council as well as protecting the rights of the individual concerned.
- In addition, this policy and its associated procedure is aimed at ensuring such issues are dealt with in a fair, consistent and confidential manner within agreed timeframes to achieve the best possible outcome for the employee and the Council, both in a current and future context.

#### **4. Policy Statement**

- The Council will provide staff with clear expectations on the standards of behaviour expected of them in the workplace and as set down in Council's "Employee Code of Conduct", policies and procedures
- The information will be provided to employees upon commencement with the Council as part of their organisational and unit induction. These standards and requirements will be further reinforced as part of the Probationary and Annual Performance Review Process.
- The decision to initiate disciplinary action will only be made subject to:
  - 4..1 an investigation being completed to determine the facts;
  - 4..2 the presenting of these facts to the employee concerned
  - 4..3 exploring other potential avenues for dealing with the matter and fully exhausting these
  - 4..4 consultation occurring between the immediate Supervisor/Team Leader, Unit Manager, Human Resources Manager and the Chief Executive Officer.
- Once a decision has been made to initiate the discipline process it will commence as soon as practicable in accordance with the Discipline Procedure.

#### **5. Legislation or Other Relevant Documents**

- Employee Code of Conduct
- Fair Work Act [SA] 1994
- Fair Work Act [Fed] 2009
- Council Workplace Agreements
- Relevant Awards

#### **6. Delegations**

The Chief Executive Officer is responsible for the implementation of the Discipline Policy and Procedure.

#### **7. Relevant Policies / Procedures**

This policy should be read in conjunction with the following Policy and Procedures:

- Grievance Policy and Procedure
- Discipline Procedure

#### **8. Post Implementation Action**

The official copy will be held within Council's electronic records system.

An electronic PDF version will be kept on the Rural City of Murray Bridge intranet site.

This policy will be reviewed on an annual basis, or as required.



<b>Procedure Name:</b>	Discipline Procedure	
<b>Originator</b>	Human Resources	
<b>Date approved by SMT</b>	6 October 2009	
<b>Last revision date</b>	Nil	<b>Rev No</b>
<b>Applicable legislation</b>	<ol style="list-style-type: none"> <li>1. Municipal Officers' Award</li> <li>2. Local Government Employees' Award</li> <li>3. Australian Nursing Award</li> <li>4. Health Services Award</li> <li>5. Workplace Agreements</li> <li>6. Local Government Act (1999)</li> <li>7. Fair Work Act 2004 (SA)</li> <li>8. Fair Work Act 2009 (Fed)</li> </ol>	
<b>Date of next review</b>	26/7/2011	

## 1. Aim

This policy is to ensure that all discipline matters involving staff employed by the Rural City of Murray Bridge are handled in a just, fair and reasonable manner.

## 2. The Discipline Process

### 2.1 Minor and Serious Misdemeanours

For the purpose of this procedure, a misdemeanour relates to both poor work performance and inappropriate behaviour. A single misdemeanour can be categorised as either a minor misdemeanour or a serious misdemeanour. A number of minor acts of misdemeanour may be categorised as a serious misdemeanour, for example continual lateness in attendance, inappropriate attire (not Personal Protective Equipment).

### 2.2 Minor Misdemeanour

A minor misdemeanour need not be dealt with on the basis of a formal disciplinary action but may be dealt with informally by the supervisor / manager, for example lateness in returning from an unpaid lunch break.

Where an employee repeats unacceptable behaviour and / or performance or commits further acts of minor misdemeanour, the supervisor will exercise discretion as to the appropriate course of action. Each situation will be considered on its merits. The supervisor may decide:

- To effect further counselling and/or guidance;
- That the situation justifies a verbal warning. Where a verbal warning is given in response to a misdemeanour, it shall be given in the presence of a third party and shall be appropriately diarised by the manager/supervisor. No record on the personnel file will be kept of these instances unless escalated to a formal disciplinary process at a later date.
- The situation is to be regarded as a serious misdemeanour and the formal disciplinary process needs to be implemented.

### 2.3 Serious Misdemeanour.

A serious misdemeanour could be an act of harassment, bullying, petty theft or refusal to carry out a legal and reasonable instruction from the employer.

**An act of "serious and wilful misconduct" can result in the summary (instant) dismissal of an employee. The serious misdemeanour referred to in this paragraph is not an act of serious and wilful misconduct. Serious and wilful misconduct resulting in instant dismissal is outlined at point 5 below. Summary dismissal is not an appropriate response to poor performance. Poor performance should be dealt with by an appropriate Performance Management Program.**

A performance matter and/or behaviour matter may be immediately determined as serious in nature, in which case the formal disciplinary process commences.

### **3. Formal Disciplinary Process (Serious Misdemeanour)**

The formal disciplinary process involves **three** stages.

#### **Stage 1.**

Once a disciplinary matter has been brought to the attention of the supervisor, the supervisor must conduct an investigation into the matter. Following the investigation, should there be sufficient evidence to suggest a misdemeanour or inappropriate behaviour/performance, the supervisor will inform the employee of:

The “alleged misdemeanour” against the employee and that if proven, disciplinary action could result.

The time and place for the employee to provide an explanation and their right to representation

#### **The Meeting [Refer 6.1 Give Notice]**

At the meeting the employee should be given the opportunity to explain his/her side of the story, “what happened and why” together with any mitigating circumstances.

The supervisor shall record details of what was said and after having collected all the relevant information shall adjourn the meeting to consider the facts of the case. This would usually involve consultation with the Manager in charge of the work area and may involve consultation with the CEO depending upon the nature of the misdemeanour.

#### **The Decision.**

After considering all the evidence, should it be established “beyond reasonable doubt” that the employee committed a misdemeanour, (short of serious misconduct justifying summary dismissal), a formal warning shall be given together with any other form of corrective action deemed appropriate, for example, counselling, training, transfer, removal of a privilege. The employee should be informed of this decision as soon as is reasonable given the circumstances. An employee aggrieved by the decision may take the matter before the next level of management providing the manager / supervisor is informed of the employee’s concerns and that they wish to pursue this to the next level of authority.

#### **The Warning**

A letter of formal warning is to be drafted to the employee detailing the exact nature of the allegations and the findings regarding the investigation. A copy of the letter is to be given to the employee for the employee to sign (if they wish) as an acknowledgment that they have received the warning and understand the ramification of any further acts of misconduct. The employee is also to be given the right of response which will be attached to the letter and placed on the employee’s Personnel File, together with any other supporting documentation. If there are no further disciplinary matters, letters of warning can be removed after 12 months on the employee’s Personnel File.

## **Stage 2**

In the event of the serious misdemeanour being repeated or further acts of misdemeanour being committed, the supervisor may implement a counselling or guidance session(s) or may decide a second and final warning is necessary. The procedure to be followed is as per 3.1 with the exception that the Manager, Human Resources will be involved in the investigation:

### **Monitoring Performance.**

Where deficiencies in performance have been identified and actions agreed for improvement, it is essential that the action is implemented and performance monitored on a regular basis. Similarly detailed records of any counselling or guidance sessions are to be kept with copies provided to the employee and Manager, Human Resources.

### **Second Warning.**

If the employee's performance does not improve, or there is another occurrence of misdemeanour, then a final written warning may be given to the employee. The process outlined in the first written warning would apply. The final warning should state clearly that this is the final warning and that if the employee's performance or conduct does not improve then the employee will be dismissed. Once again a meeting should be held to allow the employee a chance to respond with any written submission placed on the employee's Personnel File.

## **Stage 3.**

The validity of the allegation needs to be established via an investigation undertaken by the supervisor and a Senior Executive Officer (Departmental Manager and / or Chief Executive Officer) and involving the Manager Human Resources as required. Steps to be taken once all witnesses and facts have been concluded include:

### **The Meeting [Refer 6.1 Give Notice]**

Inform the employee of the alleged misdemeanour/ performance deficiency, the time, place, and purpose of the meeting and their right to representation. At the meeting advise the employee of the facts and seek an explanation. Details of the allegation or performance deficiencies need to be specific with the employee given ample opportunity to respond. Responses should include any mitigating circumstances together with any reasons why the employee feels that he/she should not be dismissed if the allegation(s) / performance deficiency is proven. Again detailed notes should be taken prior to the meeting being terminated.

### **The Decision.**

All the facts, including the employee's explanation and reasons why dismissal should be carried out are to be brought to the CEO for consideration. Where termination of employment or other formal disciplinary action is decided, the employee will be advised that a further meeting is to be held.

### **Final Meeting**

Where termination of employment has been decided as being appropriate, the employee will be advised and given pay in lieu of notice, (generally 2 weeks). A formal letter of termination to the employee will detail the reasons for termination of employment. Similarly, if any other action had been decided upon, (for example transfer, demotion or loss of some privilege), details of the arrangement will be detailed in a formal letter written to the employee.

#### **4. Criminal Conduct**

The situation sometimes occurs where an employee is guilty of misconduct which also amounts to criminal conduct. Such Misconduct can occur either during the employee's employment or completely outside of the workplace. Both should be treated separately.

##### **4.1 Criminal Conduct in the Workplace**

Should the misconduct occur in the workplace it may also require police investigation particularly when the criminal offence is directed against the employer, (for example, stealing from the employer or acts of fraud). Depending on the severity and nature of the alleged offence, the police may be contacted to undertake investigations into the matter. This does not necessarily remove the requirement to hold an internal investigation into the matter even if the employee is in police custody and the inquiry has to be held in the employee's absence. Procedural process and fairness must still be maintained.

##### **4.2 Criminal Conduct Outside the Workplace**

Where an employee commits a criminal offence outside the workplace, it can be difficult to establish what detrimental effect the crime would have on the employment relationship. It may be that the crime bears no relevance to the nature of the employee's job and it would be unreasonable to terminate the employment. **(A criminal offence is an offence which appears in the Criminal Consolidations Act as an indictable offence.)**

For example, an employee convicted for Driving Under the Influence (DUI) would not be expected to be dismissed for the offence unless it prevented him/her from carrying out their employment responsibilities. In such instances, holding a current drivers licence is generally stated as an essential qualification for the position and would as such be paid for by the employer. Therefore, losing an essential qualification would usually result in loss of employment as it renders the employee unable to carry out his/her side of the contract and therefore frustrates the employment relationship. Some direct and definite link between the two must be established to result in the termination.

#### **5. Transferring or Suspending an Employee (with pay).**

In some circumstances it may be appropriate to transfer an employee to another work group or location, or if necessary, suspend the employee whilst the investigation is being carried out. This may be particularly appropriate where theft or fraud has occurred and the Police are investigating, or when an harassment claim has been lodged by an employee against a fellow employee and it is unlikely that the parties can continue working together whilst the investigation is under-way.

The first option is to transfer or relocate the employee but the circumstances may require the suspension of the employee.

Any decision to suspend with pay, (Section 103, Subsections (1) & (4), Local Government Act 1999) rests with the CEO (or his/her delegate) and shall be made on the best information available at the time, on a case by case basis.

## 6. Summary (Instant) Dismissal

Summary dismissal is dismissal without notice, which is available where the employee is guilty of serious misconduct. (Conduct which justifies summary dismissal must strike at the very heart of the employment relationship). The following circumstances **may** constitute serious misconduct which would justify summary dismissal. **Each case must be considered on its merits.**

- Theft (as opposed to Petty Theft);
- Assault;
- Fraud;
- Intoxication and/or under the influence of non-prescription drugs at work;
- Conduct causing a serious risk to the reputation, viability or profitability of the employer's business;
- Impersonate anybody else or use pseudonyms, forge e-mail messages, falsely represent themselves, others, the Council or any of its policies, services or practices, or otherwise commit forgery or fraud.
- Refusal to carry out a lawful and reasonable instruction of the employer;
- Negligence;
- Incompetence;
- Non compliance with occupational health and safety procedures;
- Discrimination and sexual harassment;
- Intimidation, victimisation and/or harassment;
- Insubordination and insolence; and
- Dishonesty;
- Physical Violence.

Some of these acts of misconduct may also require Police investigation. When an act of serious and wilful misconduct is brought to a manager or supervisor's attention it must be acted upon immediately (as soon as is reasonably practical) and thoroughly investigated. This may involve interviewing employees or members of the public who were witnesses, or establishing whether there were any mitigating circumstances. It may be appropriate to involve the Human Resource Manager in matters believed to be of a serious and wilful nature. Where evidence suggests that an employee has committed an act of serious and wilful misconduct, the employee must be given the opportunity to respond to the allegation/s. The following steps should be followed:

### 6.1 Give notice

6.1.1 Inform the employee, in writing, that there is to be a meeting with him/her regarding the conduct /event/matter being investigated and the allegation that has been made against them. Ensure there is no doubt what so ever in what instance is being referred to, if possible quote times, places, etc.

6.1.2 Inform the employee, in writing, that the alleged misconduct is considered to be a serious and wilful breach of their employment contract and if found to be true, may result in their dismissal.

6.1.3 Stress to the employee that it is regarded as a serious matter and that they are encouraged to have a representative at the meeting

6.1.4 Advise the employee who will be in attendance at the meeting, i.e. Human Resources Manager, Unit Manager.

### 6.2 The Meeting [Refer 6.1 Give Notice]

6.2.1 At the meeting restate the alleged complaint / event (describe the facts as are known, stating times, places, aggrieved parties, complainants), and that such behaviour is considered serious and wilful misconduct and that if proven, could result in their dismissal.

6.2.2 Tell the employee that the allegation requires an explanation and that they will be given every opportunity to put their side of the story including any mitigating circumstances and that whatever they say will be given due consideration before any decisions are made.

6.2.3 Record the meeting verbatim (tape record if necessary) or take comprehensive and detailed notes of what was said. Inform those present of your intention to record/take notes.

6.2.4 After the employee has concluded giving his/her account of the events, including any mitigating circumstances, bring the meeting to a close. Tell the employee that consideration would

be given to everything that has been said, and that they will be contacted once all the evidence has been examined and decisions made.

**OR**

6.2.5 Should you **not be** satisfied with the explanation because it contradicts other reports or introduces new evidence, tell the employee that the meeting is adjourned in order to seek more information / advice on the issue and that they will be contacted once completed. Adjourn the meeting, investigate the discrepancy / new evidence and come to a reasonable conclusion, based on all the available evidence and statements.

### **6.3 The Recommendation**

6.3.1 Prepare a report to the CEO, detailing the matter under investigation, witness statements, together with conclusions and recommendation. Give due consideration to the employee's explanation, any mitigating circumstances advanced together with the employee's employment record, performance and the seriousness of the act or omission. Depending upon the conclusions, one of the following actions may be appropriate.

The explanation provided is satisfactory and the matter requires no further action.

The explanation is not satisfactory requiring prolonged adjournment to seek more evidence / advice.

Disciplinary action needs to be taken.

Dismissal is appropriate.

**NB Give the matter the priority it deserves and don't have the matter delayed for an unreasonable length of time. The CEO's Decision**

The CEO is to approve any action before it is taken.

6.4.1 **No further action.** Arrange a further meeting with the employee to advise of the outcome and take any other actions to finalise the matter as appropriate. Inform witnesses, complainant, etc.

6.4.2 **Disciplinary Action.** If disciplinary action is considered appropriate, decide whether the offence is sufficient to warrant dismissal. If not, provide a written warning outlining the conduct to which the warning relates; that the conduct is unacceptable and the consequences if conduct is repeated.

6.4.3 **Dismissal is warranted.** Arrange a further meeting with the employee and advise them of their right of representation. At the meeting tell the employee that they are to be dismissed and provide the reason why. The employee is to be asked if there is any reason why the dismissal should not take place. Consider the employee's response together with any plea the employee may provide. (If need be ask the employee and their representative to leave the room whilst the matter is discussed. It may be appropriate to discuss the reasons with the CEO).

6.4.4 Should the decision remain, advise the employee that the dismissal stands and that they are to be summarily dismissed effective immediately.

6.4.5 Letter of dismissal and Certificate of Separation must be prepared immediately and the employee advised to collect their personal belongings, return Council property, (Identification cards, keys etc) and asked to leave the premises, (escorted if need be).

6.4.5 Pay Office to be advised that wages to be paid until close of business and all eligible leave entitlements to be paid out.

6.4.6 All documentation to be sent to Human Resource Manager for filing in the employee's Personnel File.

Advice and assistance is available from the Manager Human Resource, ph: 85391134.

Legal advice may be appropriate in some instances. Please check with the Human Resources Manager prior to seeking legal advice.

#### **Post Implementation Action**

The official copy will be held within Council's electronic records system. An electronic PDF version will be kept on the Rural City of Murray Bridge intranet site.

This procedure will be reviewed on an annual basis, or as required.

## **Attachment 3 Team Leader**

### **Team Leader: Qualifications, Skills and Knowledge**

#### **Qualifications:**

Certificate 3 in Horticulture or Arboriculture or Civil Works – *whichever is applicable to the role (or willingness to undertake)*  
Certificate 4 in Front Line Management (or willingness to undertake)  
Relevant licences applicable to the role (refer applicable team member role)

#### **Skills:**

Basic computer literacy  
Analytical and numerical skills  
Customer Relationship Skills  
Communication, negotiation and conflict resolution skills  
Commitment to champion the preferred culture  
Decision making and task delegation skills  
Organisational and time management skills  
Interpersonal skills to work with and build effective teams  
The ability to identify issues and implement solutions

#### **Knowledge:**

Knowledge of legislation, codes, regulation and Safe Operating Procedures relative to function  
Sound knowledge of Occupational Health and Safety & Environmental Principles  
Knowledge of Equal Opportunity Principles  
Customer Service Principles  
Understanding of risk management and practices  
Understanding of job costing, estimating and cost control  
Awareness of the Australian business Excellence Framework  
Knowledge of Local Government functions roles and processes

#### **Experience/Attributes:**

Leading a work team to achieve work plans and project outcomes  
Initiative and self-motivation to work with limited supervision  
Enthusiastic and achievement focussed  
Ability to communicate with people at different levels clearly and effectively  
Commitment to ongoing personal development  
Ability to be innovative, flexible and creative in determining practical solutions to operational problems  
Ability to develop new technical skills and embrace new technology and techniques  
Collaborative, consultative and supportive in relation to Organisational initiatives

**\*\*\*\* Employees will be classified according to the Competencies, Skills and Qualifications pertaining to the defined Grades (9 – 14) \*\*\*\***

## **Attachment 4 Group Leader**

### **Group Leader: Qualifications, Skills and Knowledge**

#### **Qualifications:**

Certificate 3 (minimum) in Arboriculture and/or Horticulture  
Certificate 4 in Front Line Management (or willingness to undertake)  
Certificate 4 in Civil Construction Supervisor (or willingness to undertake)  
Work Zone Traffic Management Certificate  
Drivers Licence to required class, relative to the function  
Appropriate licenses and certificates to operate plant and equipment

#### **Skills:**

Good computer literacy  
Demonstrated analytical and numerical skills  
Excellent customer relationship skills  
Effective communication, negotiation and conflict resolution skills  
Effective decision making and task delegation skills  
High organisational and time management skills  
Effective interpersonal skills to work with and build effective teams  
Demonstrated ability to identify issues and implement strategies  
Demonstrated ability to read and interpret plans and specifications  
Ability to operate plant and equipment associated with the position

#### **Knowledge:**

Knowledge of horticulture plant application and maintenance  
Knowledge of indigenous, native and exotic plants  
Knowledge of turf maintenance  
Arboriculture and tree management skills  
Ability to identify and control undesirable plants  
Sound knowledge of programme activities and work practices relevant to the arboriculture operations, horticulture and revegetation establishment and maintenance  
Proven knowledge of legislation, codes, regulation and Safe Work Procedures relative to function  
Sound knowledge of Occupational Health and Safety & Environmental Principles  
Good knowledge of Equal Opportunity Principles  
Sound understanding of Customer Service Principles  
Sound understanding of risk management practices  
Sound understanding of job costing, estimating and cost control  
Knowledge of Local Government functions roles and processes  
Good understanding and application of Council policies and procedures

#### **Experience/Attributes**

Demonstrated experience in leading and managing people  
Experience in planning and scheduling work, together with the allocation of resources, including labour, plant and machinery  
Demonstrated experience in monitoring and reporting on the status of works in progress, including externally contracted work  
Initiative and self-motivation to work with limited supervision  
Enthusiastic and achievement focussed  
Ability to communicate and work with people at different levels clearly and effectively  
Commitment to ongoing personal development  
Ability to be innovative, flexible and creative in determining practical solutions to operational problems  
Ability to develop new technical skills and embrace new technology and techniques  
Collaborative, consultative and supportive in relation to Organisational initiatives  
Strong commitment to Occupational Health and Safety



## **Attachment 5. Agreed Performance Indicators and Targets for Implementation of the Engineering Continuous Improvement Audit.**

### **Introduction of a new business model better defining the relationship between the Operations Teams and the Engineering and Assets Team.**

- KPI 1. All projects or work to be delivered by internal staff have a formal work plan in place between Assets and Engineering and Field Services Business Units (Work Plans in place for 30% of projects by 31 March 2015).
- a. Field Staff will have input into the Work Plans
  - b. Work Plans are delivered on time and on budget with an agreed 15% variance to allow for unexpected emergency work

### **Development of a business model that aims to optimize the mix of work across internal staff, regular contractors (eg waste management) and project-specific contractors (eg stormwater harvesting).**

- KPI 2. Annual work schedule in place with projects allocated to one of internal staff, external on-going contracts and external one-off contracts
- a. Agreed fortnightly Work Plans are in place to deliver overall Work Schedule for at least 30% of projects (by 31 March 2015)

### **A stronger focus on project management and quality assurance, in particular of contracted work.**

- KPI 3. Regular quality assurance monitoring in place for all contracts
- a. Agreed work plans are delivered to specification
  - b. All completed contracts meet specifications and are delivered on time and on budget

### **Ensuring appropriate levels of plant and equipment based on a strategic assessment of use and efficiencies.**

- KPI 4. Strategic assessment undertaken (by 1 Oct 2014)
- KPI 5. Rationalisation of plant and vehicle fleet completed by 1 Jan 2015
- a. Field staff will be provided with the opportunity to contribute to processes of rationalization of plant and equipment with the understanding that management will make the final decision

### **Introduction of mobile communications to streamline work programming and reporting with operations teams.**

- KPI 6. Two pilot-scale trials of the use of mobile communications completed
- a. Two teams of Field Staff participate in the trials during 2014/15