

MID MURRAY COUNCIL (ASU) ENTERPRISE BARGAINING AGREEMENT NO 5 - 2011

File No. 125 of 2012

**This Agreement shall come into force on
and from 17 February 2012 and have a
life extending until 30 September 2014.**

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



DATED 17 FEBRUARY 2012.

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

COMMISSION MEMBER



MID MURRAY COUNCIL (ASU) ENTERPRISE BARGAINING AGREEMENT NO 5 - 2011

CLAUSE 1 TITLE

This Agreement shall be known as the Mid Murray Council (ASU) Enterprise Agreement No 5 - 2011.

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CLAUSE 3 DEFINITIONS

Agreement	Means the Mid Murray Council (ASU) Enterprise Agreement - No 5 of 2011
Award	Means the South Australian Municipal Salaried Officers Award
Council	Means the Mid Murray Council
Consultation	Is the process that will have regard to employee's 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. The objective of consultation is reaching agreed outcomes.
Continuous Service	Is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined within the Local Government Act.
Employer	Means the Mid Murray Council
Employee	Means an employee of the Council who performs work covered by this Agreement and the Award.
Family	Shall include any person who relies on the employee as a primary care giver.
Salary	Shall mean total income, including superannuation payment, use of vehicle, or regular overtime. Where a motor vehicle is part of an employee's package, then the negotiated value of the motor vehicle shall form part of the employee's 'gross salary'. For the purposes of the Agreement, full private use of the motor vehicle shall equal an annual total of \$12,500.00 and commuter use shall equal \$3,000.00.
Union	Means the Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union or ASU.
Union Workplace Representative	Shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members on any consultative committee.

CLAUSE 4 PARTIES BOUND

This Agreement will be binding upon -

- 4.1 The Mid Murray Council and those employees employed by the Council pursuant to the Award.
- 4.2 The Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union or ASU.

CLAUSE 5 COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and Agreement shall apply to new employees as they do to current employees.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence operation from the date of certification and remain in force until 30 September 2014. This Agreement will be reviewed and may be renegotiated during the final three months of the period.

CLAUSE 7 RELATIONSHIP TO AWARD AND EXISTING AGREEMENTS

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 OBJECTIVES OF AGREEMENT

- 8.1 This Agreement sets out the arrangement for management and employees to work positively together to -
 - 8.1.1 Provide a more productive environment, resulting in gains to the Council, the employees and the local community.
 - 8.1.2 To enhance careers.
 - 8.1.3 Recognise the contribution of employees to the achievement of the objectives of the Agreement by providing wage rises based on productivity and efficiency improvements.
 - 8.1.4 Develop a high degree of team work, trust and shared commitment.
 - 8.1.5 To recognise the commitment of employees and past productivity and efficiency improvements.
 - 8.1.6 Promote high standards of excellence in the delivery of services in all areas of Council's operations which may include -

- 8.1.6.1 Review of work arrangements.
- 8.1.6.2 Establishment of 'performance indicators' by benchmarking.
- 8.1.6.3 Improving the range, quality and efficiency of services.
- 8.1.6.4 Exploring income generation strategies.
- 8.1.6.5 Development of services which are viable, cost competitive and effective.

8.2 This Agreement recognises the integral role of the Union and its representatives in facilitating positive workplace change.

CLAUSE 9 EMPLOYEE RELATIONS

The parties recognise -

- 9.1 That involvement of employees in decision making processes on issues which may impact on them is an essential ingredient of a productive workplace and a satisfied workforce.
- 9.2 The need to work in partnership and cooperation with each other.
- 9.3 Recognises the legitimacy of employees pursuing their industrial rights without victimisation, discrimination, or disadvantage.

CLAUSE 10 CONSULTATIVE MECHANISM

- 10.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the following consultative structures are the appropriate forums in regard to enterprise bargaining and other human resource matters -
 - 10.1.1 Staff meetings will be convened at least bimonthly to ensure proper dissemination of information.
 - 10.1.2 Enterprise Bargaining Negotiating Committee -
 - 10.1.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall be members of the Australian Services Union.
 - 10.1.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the employee representatives of the Committee shall meet with management on a regular basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

10.1.2.3 This Committee will also act as a Consultative Committee for any change introduced under Clause 11 Change Management.

10.2 Union Workplace Representative -

10.2.1 Upon written advice from the Union Branch Secretary that an employee has been appointed as Union Workplace Representative, the Council shall recognise such person as being accredited for the following purposes -

10.2.1.1 To represent the interests of members in any negotiations, with the consent of such members.

10.2.1.2 To represent the interests of members on any consultative committee.

10.2.2 Union Workplace Representatives shall be permitted to devote a reasonable amount of time to carry out their role.

10.2.3 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.

10.2.4 Leave Entitlement for Union Committees -

10.2.4.1 An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

CLAUSE 11 CHANGE MANAGEMENT

11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of change is essential.

11.2 For the purpose of this Agreement 'change' is deemed to include, but is not limited to, any or all of the following -

11.2.1 Change to work practices.

11.2.2 Introduction of new technology.

11.2.3 Change in workforce size and/or structure.

11.2.4 Resource sharing or amalgamation with other organisations.

11.2.5 Consideration of alternative service delivery.

- 11.3 As soon as change is proposed, there should be consultation involving all employees. There will be full, open and honest disclosure of all information relevant to the proposed change. Council will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.
- 11.4 Reclassification -
- 11.4.1 Any request for reclassification shall be examined and determined by the employer within two months of receipt of such application. Date of reclassification shall take effect from date of application.
- 11.4.2 The applicant shall be provided with written confirmation of the decision. If the applicant is unsuccessful, written reasons shall be provided.
- 11.4.3 Any member not satisfied with the determination may access the dispute resolution/grievance of the Agreement.
- 11.5 Amalgamation Proposal -
- 11.5.1 Where an amalgamation or boundary change which impacts on staff of this Council is proposed the following process shall occur forthwith -
- 11.5.2 An Amalgamation Consultative Committee shall be established to discuss and agree to procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising -
- Two Workplace Representatives
Chief Executive Officer
ASU Industrial Officer
- 11.5.3 The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising -
- Two Workplace Representatives from each Council
The Chief Executive Officer from each Council
ASU Industrial Officer
- To discuss and agree to procedures dealing with issues affecting staff of all Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.
- 11.5.4 The Amalgamation Agreement shall include but not be limited to the following -
- Job Security
General Principles for Workforce Merger
Introduction of new Organisational Structure
Grievance/Dispute Resolution Procedure
Redeployment Policy

Part-time Work Policy
 Outplacement of Staff
 Voluntary Separation Packages

11.6 Vacancies -

11.6.1 Before recruiting externally for temporary staff, consultation with existing staff will occur to explore opportunities for higher duty.

CLAUSE 12 EMPLOYMENT SECURITY

12.1 There shall be no forced redundancies during the life of this Agreement.

12.2 Any determination being made regarding redundant positions will be made by the organisation in consultation with the Union.

12.3 The means of adjustment in those situations where organisational change results in the position being no longer required will be dealt with via natural attrition, or in one of the following ways -

12.3.1 Redeployment to a position of the same classification level.

12.3.2 Redeployment to a position of lower classification level with income maintenance.

12.3.3 Voluntary separation package.

However, employees may access a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

12.4 Redeployment -

12.4.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

12.4.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

12.4.3 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances and Enterprise Agreement increases due under the pre-redeployment position.

12.4.4 The employee must agree to the redeployment which shall occur under the Redeployment and Retraining Guidelines attached at Appendix 1.

12.4.5 The employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.

12.4.6 The employees have up to six months from commencement in the redeployed position to confirm acceptance of that position.

12.5 Voluntary Separation Package -

12.5.1 Where positions are identified as redundant, an employee may access a voluntary separation package. Such package shall be treated as a bona fide redundancy and shall comprise -

12.5.1.1 10 Weeks notice of termination or payment of total weekly salary in lieu thereof.

12.5.1.2 3 Weeks of total weekly salary as severance payment of each complete year, or part thereof, of service in Local Government.

12.5.1.3 An amount of up to 10% of the employee's annual salary will be reimbursed by Council to assist the employee to gain other employment. This may include the provision by an external organisation by such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee. Access to this 10% shall apply only until the employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.

12.5.1.4 The minimum entitlement for severance for any employee will be ten weeks.

12.5.1.5 Pro-rata long service leave will be paid whether seven years of service has been attained or not.

12.5.1.6 Where an employee who has accepted an offer of a VSP dies before separating or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments to the employee's estate (eg, Long Service Leave).

12.5.1.7 Sick leave entitlements will be paid out upon termination as part of the separation package.

CLAUSE 13 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY

13.1 Training -

13.1.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

- 13.1.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 13.1.3 It is recognised that participation in training and development programs should result in multi skilled workforce with the potential to give immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.
- 13.1.4 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.
- 13.1.5 Training Needs Analysis -
 - 13.1.5.1 Council undertakes to conduct and/or update the Training Needs Analysis for each staff member during the first twelve months of this Agreement.
 - 13.1.5.2 General comments will be made available to all staff. A copy of each individual's analysis will be given to the employee, together with a proposed individual training plan.
 - 13.1.5.3 The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council.
- 13.1.6 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 13.1.7 A training policy has been developed in consultation with staff which takes account of the following -
 - 13.1.7.1 Past training statistics.
 - 13.1.7.2 Access to competency based training linked to career paths and staff development.
 - 13.1.7.3 Budget commitment to training.
 - 13.1.7.4 Equitable training across all levels and redressing of past training inadequacies.
 - 13.1.7.5 Proper training records.
- 13.1.8 Out of hours training for employees may be required on an occasional basis. Such training will be restricted to training which cannot reasonably be held during normal working hours and will be held at a time mutually agreed. Payment for training outside of normal hours will be paid at the normal hourly rate or, if the employee chooses, to be taken as time in lieu on an hour for hour basis, except employees who have private use of a motor vehicle in lieu of overtime.

Council will reimburse reasonable and approved child care expenses incurred for employees with family responsibilities who would be unable to attend such training without external child care arrangements.

13.1.9 Where substantive functions of an employee is removed the employee will be provided with financial reimbursement of up to \$700.00 over a 24 month period, provided that such reimbursement relates to mandatory training requirements for the employee to remain accredited to perform the function and duties in question.

13.1.10 No employee shall be required to participate in a planning/training activity which in addition to their normal duties would require them to attend work in excess of 10 hours in any one day, unless by mutual agreement.

13.2 Study Leave -

13.2.1 Study leave may be granted at the discretion of Council to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their career path. An employee may either -

Take up to 5 hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time.

Or

Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees on producing written evidence of successful completion of the course or semester and expenditure incurred.

13.2.2 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Where restrictions apply employees concerned shall be involved in the decision making process relating to the granting of study leave.

13.2.3 Where an employee is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

13.3 Part Time Employees -

13.3.1 Part time employees will have agreed hours of work, however, by mutual agreement, these hours may be varied from time to time to provide the flexibility to address changing operational needs.

13.3.2 Where a part time employee agrees to vary their hours, the following parameters will be applied -

- 13.3.2.1 Employees may work up to 38 hours per week within the normal span of hours without attracting overtime.
 - 13.3.2.2 All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in Clause 13.4 of this agreement.
 - 13.3.2.3 Opportunities will be investigated for employees to enter into Job Share arrangements. However, any job share shall be the subject of an agreement between the Council and the Employee.
- 13.3.3 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 13.4 Flexible Hours -
- 13.4.1 This clause will not apply to officers employed at the Mannum Leisure Centre, Libraries, Day Care Centres and those employed as part-time officers in a job share situations, who shall continue to be employed under the relevant Award provisions or individual Hours Agreements already in place.
 - 13.4.2 The ordinary hours of work shall be 152 hours to be worked over 19 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays.
 - 13.4.3 The normal working hours of employees shall be 8 hours per day between the hours of 8.30 am and 5.15 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 12 noon and 2.00 pm.
 - 13.4.4 By mutual agreement, and to take account of specific circumstances such as seasonal work periods or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to -
 - 13.4.4.1 Change the starting or finishing time, provided that the 8 hour day is worked between the hours of 7.30 am and 7.30 pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
 - 13.4.4.2 Increase the number of hours worked, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays, without attracting penalty rates.
 - 13.4.5 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 13.4.2 above. Where this occurs it will be recorded and such record to be made available to the Union upon request.

- 13.4.6 Where an employee works additional time in accordance with this Clause such time shall be taken off at a mutually agreed time, provided such leave must be granted and taken within five months from the date of accrual unless otherwise mutually agreed. If, because of organisational constraints, time-off cannot be taken within the five months, accrued time shall be paid at time and a half. Provided, however, an employer may direct and employee to take time accrued within five months of the time of the leave falling due.
- 13.4.7 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.
- 13.4.8 Clause 5.1.8 of the Award shall continue to apply for relevant staff supervising Works Depot employees.
- 13.5 Fixed Term Contract -
- 13.5.1 Fixed Contracts may be offered to new employees under the following circumstances -
- 13.5.1.1 To undertake a specific project of limited duration or;
- 13.5.1.2 Work of a limited duration or;
- 13.5.1.3 Where employment is being facilitated by funding from an external source or;
- 13.5.1.4 Where the employee is classified under the Senior Officers Stream and forms part of the management team.
- 13.5.2 The nature of the employment, including the period of engagement, shall be the subject of written agreement between the employer and the employee.
- 13.6 9 Day Fortnight -
- 13.6.1 Where requested by an employee or groups of employees and with the prior approval of the Council/Chief Executive Officer, employees may access a 9 day fortnight where the ordinary hours of work shall be 76 hours to be worked over a 9 days of a two week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays. The Chief Executive Officer retains the right to investigate the feasibility of this option and make the final determination regarding access to this option for any employee or group of employees.

13.6.2 The parties to this Agreement accept that by introducing access to a 9 day fortnight, Council/Chief Executive Officer may refuse such access to individuals or groups of individuals if it is deemed by the Council or Chief Executive Officer that the continuation of customer service may not be satisfactorily met, or that an additional financial burden would be incurred in providing relief staff to cover these periods.

13.6.3 Access to a 9 day fortnight may not be unreasonably withheld if arrangements deemed by Council/Chief Executive Officer as being satisfactory can be made for continuation of customer service at minimal cost.

CLAUSE 14 PAYROLL DEDUCTIONS

14.1 Council will continue the current practice of payroll deductions.

14.2 Payment of Council Rates -

14.2.1 Employees who are ratepayers within the Mid Murray Council may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions, with due dates to be as stated on the Rates Notice.

14.2.2 Notwithstanding clause 14.2.1 it is the employee's responsibility to meet their individual obligations in relation to payment of rates.

CLAUSE 15 CHRISTMAS/NEW YEAR CLOSURE

15.1 Council shall continue the practice of closing the offices between Christmas and New Year.

15.2 The Council shall provide alternatives for employees to cover the period. This could include the banking of any 'rostered day off', or the utilisation of flexible time credit (where appropriate), or the use of recreation leave to cover the leave taken.

CLAUSE 16 CORPORATE WARDROBE

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

16.2 Council shall provide a subsidy for each employee working in excess of 30 hours per week of \$450.00 (four hundred and fifty dollars) including GST for renewal of such corporate wardrobe on the first day of July each year. Employees working more than 19 hours but less than 30 hours shall receive 75% of the full allowance and employees working less than 19 hours shall receive 50% of the full subsidy.

16.3 Each newly appointed employee working more than 30 hours per week shall, on completion of a probationary period, receive the full subsidy of \$450.00 (four hundred and fifty dollars) including GST towards the cost of the corporate wardrobe. Part-time employees shall receive either 75% or 50% of this amount in accordance with the formula set out in sub-clause 16.2.

16.4 An employee's unspent allocation is cumulative.

CLAUSE 17 ORGANISATION COMPETITIVENESS/CONTINUOUS IMPROVEMENT

17.1 In seeking to achieve the objectives of this agreement the parties will undertake a process of constant review of the organisation to ensure it is operating at a high level of productivity and efficiency. The parties are committed to implementing identified improved work and management practices.

17.2 In pursuing organisational competitiveness, there may be a need to redesign jobs. Should this occur, such redesign shall be undertaken against a background of clearly stated objectives.

CLAUSE 18 CARER'S LEAVE

18.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to one years leave without pay to care for an immediate family member subject to the following conditions, however, permission will not be unreasonably withheld -

18.2 The employee shall have three years continuous service at the time of taking the leave.

18.3 The employee must be the primary care-giver for the person concerned.

18.3.1 The 'person concerned' must be a member of the employee's immediate family or household.

18.3.2 The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child, or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee.

18.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.

18.5 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.

18.6 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.

18.7 An employee on carer's leave for up to three months is entitled to the position that he or she held immediately before proceeding on carer's leave.

- 18.8 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 18.9 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond one year.
- 18.10 Carer's leave may be taken immediately following a period of Parental Leave (where applicable.) In these instances the combined period of leave shall not extend beyond two years.
- 18.11 Carer's leave shall not be taken 'back to back' with professional development leave.
- 18.12 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

CLAUSE 19 PROFESSIONAL DEVELOPMENT LEAVE

- 19.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to one years leave without pay to undertake a course of study, or to take up a vocational or professional development placement subject to the employee having three years continuous service with the Council at the time of commencing the leave. Such leave will not be unreasonably withheld.
- 19.2 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.
- 19.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
- 19.4 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.
- 19.5 An employee, upon returning to work after professional development leave of not less than three months duration, shall be entitled to a position at the same classification level.
- 19.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.
- 19.7 An employee must have completed a reasonable period of service between periods of leave. This will be influenced by the length of approved leave previously taken.

CLAUSE 20 SICK LEAVE/FAMILY LEAVE

- 20.1 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of urgent domestic or personal need -

- 20.1.1 There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.
- 20.1.2 An employee may be permitted up to five (5) days per annum (which does not accrue from year to year) from his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an employee may access any accrued leave.)
- 20.1.3 Wherever possible leave under this clause hereof shall be sought and approved prior to the actual taking of the leave. When this is not possible, the employee will notify the relevant Supervisor or his or her absence as soon as practicable.
- 20.1.4 An employee shall be allowed a maximum of five (5) days sick leave per annum without a medical certificate, statutory declaration, or other reasonable evidence of sickness, provided that for any period of sick leave -
- exceeding two days;
 - being single days where the day proceeds or follows a weekend;
- a certificate, statutory declaration, or other reasonable evidence of sickness is required.
- 20.2 Nothing contained in this Clause shall have the effect of reducing the entitlement provided for the Award 'Family Leave', and nothing in this clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.

CLAUSE 21 ANNUAL AND LONG SERVICE LEAVE

- 21.1 Where an employee's contracted weekly hours or classification are reduced the number of hours of annual and long service leave accrued from their commencement date shall be preserved.
- 21.2 Where requested by the employee, and with the approval of the Council, annual leave and long service leave may be taken at double length of time at one half the pay rate.
- 21.3 Upon application and following consideration of the needs of the organisation, staff may be granted long service leave following 7 years service.

CLAUSE 22 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 22.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply -
- 22.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

- 22.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
- 22.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative, if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.
- 22.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
- 22.1.5 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary, to arbitrate the dispute.
- 22.1.6 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.
- 22.2 Enterprise Bargaining Agreement Dispute Resolution -
- 22.2.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 22.2.2 Should such discussion 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 its members employed by the Council.
- 22.2.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the Industrial Relations Commission of South Australia in a conciliation role and, if necessary, to arbitrate the dispute.
- 22.3 Council members' grievance against staff members -
- This clause provides a framework within which grievances by members of Council against Council staff can be fairly and quickly resolved. The intent at all times should be to resolve the grievance amicably and in the shortest possible timeframe. Staff and Member cooperation and morale will not be assisted if the policy is used in a frivolous and vexatious manner.
- 22.3.1 A Member of Council who has a grievance against a staff member shall record the grievance in writing and direct it to the Chief Executive Officer, providing complete details of the allegations and including evidence to substantiate the allegations.

- 22.3.2 The Chief Executive Officer shall cause a copy of the allegations made by the Member to be given to the employee concerned as soon as practicable, and the employee shall be informed that he/she may have representation from the staff member's Union official.
- 22.3.3 The Investigating Officer shall be the Chief Executive Officer or a senior Council officer appointed in conjunction with the workplace representative or Union official. The Investigating Officer shall investigate the circumstances surrounding the grievance and shall hold a meeting with all parties in an attempt to resolve the grievance.
- 22.3.4 The Investigating Officer shall make a clear decision on the substance of each allegation and give full consideration to the degree of seriousness of each allegation and the appropriate disciplinary action (if any) to be imposed.
- 22.3.5 A full and prompt notification shall be forwarded to the staff member concerned of the results of investigations and any decisions made.
- 22.3.6 Where the staff member is the Chief Executive Officer, substitute "Mayor" for Chief Executive Officer where appearing above, provided that a senior Council officer cannot be appointed to be the Investigating Officer of a complaint against the Chief Executive Officer.

CLAUSE 23 PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS

- 23.1 The parties agree that management of performance will occur in the workplace through establishment of management systems of accountability including formal annual performance development and appraisal of individual employees.
- 23.2 From time to time managers and supervisors will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 23.3 Prior to a decision been taken by Management to implement formal disciplinary procedures, the poor performance will have been informally addressed with the employee and there has been little or no improvement in performance which has led to the formal disciplinary process being implemented.
- 23.4 The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified and represents a serious step for the employer to take in the management of individual performance.

23.5 The following procedure outlines steps for implementation of Formal Disciplinary Procedures -

23.5.1 Step One - First Formal Warning -

- 23.5.1.1 The employee will be notified of time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the employee has the right to representation.
- 23.5.1.2 At the counselling meeting, the employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 23.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
- 23.5.1.4 Strategies will be jointly developed to provide support and guidance to the employee which may involve a series of one to one meetings, training, or any other methods that may assist the employee to redress the poor performance.
- 23.5.1.5 A date will be set for review.
- 23.5.1.6 Notes of the meeting will be kept and filed on employee's personnel file and the employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

23.5.2 Step Two - Review/Second Formal Warning -

- 23.5.2.1 At the time of the review (as in 23.5.1.5 above) the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.
- 23.5.2.2 If some improvement in performance has been achieved the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- 23.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.

- 23.5.2.4 The employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 23.5.2.5 Employees should fully understand the seriousness of the situation and that the formal action, should performance concerns not be redressed, will lead to termination of employment.
- 23.5.2.6 Once again strategies should be jointly developed to provide support and guidance to the employee to assist the employee to redress the poor performance.
- 23.5.2.7 A date will be set for review.
- 23.5.2.8 As previously, notes of the meeting will be kept and filed on employee's personal file and the employee will receive a letter confirming that a second formal warning has been issued. The letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.

23.5.3 Step Three - Review/Termination -

- 23.5.3.1 As with stage two, the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.
- 23.5.3.2 Performance may have improved, however it is viewed that ongoing formal processes should be left in place and further review date established.
- 23.5.3.3 Should it be determined that performance has not improved and that termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have led to the termination. Termination of employment will be confirmed in writing.

23.6 Summary Dismissal -

- 23.6.1 The Council may summarily dismiss an employee for dereliction of duty or serious misconduct.
- 23.6.2 Where summary dismissal is given, the pre-dismissal procedures provided under this Clause shall not apply.

23.7 This Clause does not apply to probationary employees.

CLAUSE 24 INCOME PROTECTION POLICY

Council will provide 24 hours accident and illness insurance for all employees as per the CPA Income Protection Policy.

CLAUSE 25 SUPERANNUATION AND SALARY SACRIFICE

The parties agree that until 31 December 2011, the employer will pay employer superannuation contributions in respect of each employee into Local Super. From 1 January 2012, Local Super will remain the default fund where employees do not advise a superannuation fund for receipt of contributions.

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

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

The amount of the employer superannuation contribution will be -

(a) For each employee who is making “Salarylink Contributions” to Local Super -

- (i) 3% Of the employee’s salary; and
- (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salarylink benefit for the employee; and
- (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

“Salarylink Contributions” has the same meaning given to that term under the Trust Deed.

(b) For each other employee –

- (i) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee; and

- (iii) Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee; and
- (iv) The employee's substantive salary for all purposes (such as Award and Enterprise Agreement entitlements, including superannuation, leave and annual leave loading, penalties, etc) shall be the pre-sacrificed salary.

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

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

CLAUSE 26 RECRUITMENT AND PROMOTION

- 26.1 Council will give preference to internal applicants in recruitment and promotion.
- 26.2 For positions at Level 5 and below, Council will advertise externally only when there are no successful internal applicants.
- 26.3 The Council's recruitment and selection policy and procedures shall include -
 - Principles of selection
 - Advertising of positions
 - Selection process
 - Selection panel.
- 26.4 Before any position is advertised, a position description will be developed and the classification level assessed.
- 26.5 All positions shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.
- 26.6 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 26.7 Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 26.8 Where no internal applicants are suitable, Council may advertise externally.

CLAUSE 27 CASUAL EMPLOYMENT

- 27.1 An employee engaged for a period of 800 hours or less in any year may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading in accordance with the Award.
- 27.2 Employees engaged for more than 800 hours shall be engaged as a full-time or part-time employee, unless the Council and the ASU otherwise agree.

CLAUSE 28 RIGHT OF ENTRY

- 28.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement.
- 28.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in Sub-clause 28.1 above, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 28.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed to by the parties to this Agreement.

CLAUSE 29 TRADE UNION TRAINING LEAVE

- 29.1 Up to 3 employees per year shall be allowed leave, with pay, up to a maximum of five days per annum to attend trade union training courses conducted or approved by the ASU, providing that the Council is able to make adequate staffing arrangements during the period of such leave and that the course is in accordance with the principle of promoting better industrial relations within the Council.
- 29.2 No less than four weeks notice should be given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.
- 29.3 At any one time no more than one officer shall be on leave pursuant to this Clause, provided that approval may be sought for more than one employee to attend a training course at any one time if there is a substantial reason for such attendance.

CLAUSE 30 PAY INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows -

- 30.1 From the commencement of the first pay period following 1 October 2011, employees will receive an increase of 4.50%.
- 30.2 From the commencement of the first pay period following 1 October 2012, employees will receive a further increase of 4.25%.
- 30.3 From the commencement of the first pay period following 1 October 2013, employees will receive a further increase of 4.25%.

CLAUSE 31 NO FURTHER CLAIMS

31.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases, except as provided for under this Agreement.

31.2 This agreement shall not preclude increases granted by the National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such National Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.

CLAUSE 32 SIGNATORIES

SIGNED for and on behalf of the Mid Murray Council on the 9th day January of 2012
by

..... Witness.....

..... Council Seal

SIGNED for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union on the day of 2012 by

..... Witness.....

APPENDIX 1 - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils 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 employer's 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 Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause 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 13 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 (full-part time) 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.

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

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 four 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.

MID MURRAY COUNCIL**ASU PAY SCHEDULE****AS PER ASU ENTERPRISE BARGAINING AGREEMENT NO 5 - 2011**

Classification	Salary - As Per EB Agreement No 5 - 2011	Salary - As Per EB Agreement No 5 - 2011	Salary - As Per EB Agreement No 5 - 2011
Municipal Officer	1/10/2011	1/10/2012	1/10/2013
General Officers Stream	4.50%	4.25%	4.25%
Level	\$ per annum	\$ per annum	\$ per annum
Level 1A-1	40183	41891	43671
Level 1A-2	41273	43027	44856
Level 1A-3	42362	44162	46039
Level 1A-4	44539	46432	48405
Level 1-1	45881	47831	49864
Level 1-2	46786	48774	50847
Level 1-3	48055	50097	52226
Level 1-4	49418	51518	53708
Level 1-5	50780	52938	55188
Level 1-6	52141	54357	56667
Level 2-1	53518	55793	58164
Level 2-2	54878	57210	59641
Level 2-3	56243	58633	61125
Level 2-4	57601	60049	62601
Level 3-1	58963	61469	64081
Level 3-2	60325	62889	65562
Level 3-3	61683	64305	67038
Level 3-4	63047	65726	68519
Level 4-1	64409	67146	70000
Level 4-2	65767	68562	71476
Level 4-3	67130	69983	72957
Level 4-4	68493	71404	74439
Level 5-1	70286	73273	76387
Level 5-2	71212	74239	77394
Level 5-3	72573	75657	78872
Level 6-1	74842	78023	81339
Level 6-2	77111	80388	83804
Level 6-3	79378	82752	86269
Level 7-1	81648	85118	88736
Level 7-2	83916	87482	91200
Level 7-3	86180	89843	93661
Level 8-1	88909	92688	96627
Level 8-2	91629	95523	99583
Level 8-3	94350	98360	102540

MID MURRAY COUNCIL**ASU PAY SCHEDULE****AS PER ASU ENTERPRISE BARGAINING AGREEMENT NO 5 - 2011**

Classification	Salary - As Per EB Agreement No 5 - 2011	Salary - As Per EB Agreement No 5 - 2011	Salary - As Per EB Agreement No 5 - 2011
Municipal Officer	1/10/2011	1/10/2012	1/10/2013
Senior Officers Stream	4.50%	4.25%	4.25%
Level	\$ per annum	\$ per annum	\$ per annum
Level 1-1	74842	78023	81339
Level 1-2	77111	80388	83804
Level 1-3	79378	82752	86269
Level 2-1	81648	85118	88736
Level 2-2	83916	87482	91200
Level 2-3	86180	89843	93661
Level 3-1	88909	92688	96627
Level 3-2	91629	95523	99583
Level 3-3	94350	98360	102540
Level 4-1	97147	101276	105580
Level 4-2	100690	104969	109430
Level 5-1	105116	109583	114240
Level 5-2	108658	113276	118090
Level 6-1	113080	117886	122896
Level 6-2	116624	121581	126748
Level 7-1	121049	126194	131557
Level 7-2	126360	131730	137329
Level 8-1	133442	139113	145025
Level 8-2	140522	146494	152720
Level 9	151145	157569	164266
Level 10	168849	176025	183506
Level 11	189315	197361	205749
Level 12	207022	215820	224992