

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	Mid Murray Council AWU Enterprise Agreement No 10 - 2022
<b>Employer</b>	Mid Murray Council
<b>Case number</b>	ET-23-01105

## Orders - Approval of Enterprise Agreement Mid Murray Council AWU Enterprise Agreement No 10 - 2022

I HEREBY APPROVE this Enterprise Agreement (including giving effect to the undertaking provided in respect to clause 11.2.1) pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 16 May 2023 and have a nominal life extending to 30 June 2025.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal stroke with a wavy end.

**Commissioner Rogers**

**16 May 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



## **MID MURRAY COUNCIL AWU ENTERPRISE AGREEMENT NO 10 - 2022**

### **CLAUSE 1 TITLE**

This Agreement shall be known as the Mid Murray Council AWU Enterprise Bargaining Agreement No 10 - 2022

### **CLAUSE 2 ARRANGEMENT**

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### **CLAUSE 3 DEFINITIONS**

For the purposes of this Agreement -

**"Award"** means the Local Government Employees Award

**"Employer"** means Mid Murray Council

**"Union"** means the amalgamated Australian Workers Union (AWU), South Australian (SA) State Union

**"Council"** means Mid Murray Council

**"Employee"** means any Employee of the Council who performs work covered by this Agreement and the Award

**"Agreement"** means the Mid Murray Council AWU Enterprise Bargaining Agreement No 10 - 2022

**"Consultation"** means the process which will have regard to Employee's interests in the formulation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoint heard and taken into account prior to a final decision being made.

### **CLAUSE 4 APPLICATION**

This Agreement shall be binding upon Mid Murray Council (the Employer), the Amalgamated Australian Workers Union (AWU), South Australian (SA) State Union and all Employees of Mid Murray Council who perform work covered by the Award and this Agreement.

### **CLAUSE 5 PERIOD OF OPERATION**

This Agreement shall commence from 1 July 2022 and remain in force for a 36 month period from that date. This Agreement will be reviewed and renegotiated during the final six (6) months of this Agreement.

### **CLAUSE 6 RELATIONSHIP TO CURRENT AWARD**

This Agreement shall be read in conjunction with the Local Government Employees Award, provided that where there is any inconsistency this Agreement shall take precedence.

The Award will continue to apply as it appears at ratification for the life of this Enterprise Bargaining Agreement.

## **CLAUSE 7 INTENT AND OBJECTIVES**

- 7.1 The economic health of the Council and the well-being of all depend on the success of a shared commitment to prepare for the future and a more competitive environment.
- 7.2 The aim of this Agreement is to develop and support a flexible workforce and management structure committed to the continued improvement and success of Council and thereupon develop and encourage an "Enterprise Culture" whereby the desire to embrace measures aimed at achieving improved productivity will ultimately lead to the success of the Enterprise and therefore offer to Employees a sustainable level of job security.
- 7.3 The aims and objectives of this Agreement will be achieved by addressing such matters as:
- (a) The removal of artificial demarcations and unreasonably restrictive working and management practices, with the view to further and on-going harmonious industrial relations.
  - (b) Improving flexibility in labour supply without a reduction in current staff levels, except in circumstances where natural attrition occurs. Any such productivity benefits identified through this process (if any) will be shared between Employees and Employers. This is to be done by mutual agreement and in writing between the parties.
  - (c) Reviewing and improving work arrangements.
  - (d) Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity.
  - (e) Adopting of practices to improve standards of Work Health and Safety.
  - (f) Looking at new ways of improving work practices and reduction of wastage and lost time by implementing new work methods and introducing technology, either being electronic or machinery.
  - (g) Continuing development and adoption of initiatives designed to enhance Council's performance.
  - (h) Introducing of measures to reduce absenteeism.
  - (i) Continuously looking at new ways to improve processes and customer satisfaction.

- (j) Ensuring continued commitment to Equal Employment Opportunity principles.
- (k) Ensuring Council's continued viability and stability, with all parties striving at all times to do all that is practical and reasonable to enhance, improve and sustain the image of Council.
- (l) Implementing a training and skills improvement program within Council for all Employees. Such programs will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Council, through the provision of defined career paths and opportunities.
- (m) Ensuring that any flexibilities identified in addition to this Agreement, during the life of this Agreement, can be trialed through consultation and agreement of the parties. Any savings identified will be recorded and the quantum for this shall be taken into account as part of the next Agreement.
- (n) Ensuring strict adherence to the Award, this Agreement and all statutory provisions.

## **CLAUSE 8 CONSULTATIVE MECHANISM**

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principal consultative structure for the Agreement is the Enterprise Bargaining Consultative Committee.

### **8.1 Enterprise Bargaining Consultative Committee**

The Enterprise Bargaining Consultative Committee shall consist of equal numbers of:

- (a) Employer representatives nominated by Council; and
- (b) Employee representatives elected by Employees, which will include a Union representative.

### **8.2 The Role of the Enterprise Bargaining Consultative Committee**

The role of the Enterprise Bargaining Consultative Committee is:

- (a) To formulate an Agreement acceptable to all parties.
- (b) To reach decisions by consensus, with all decisions to operate as recommendations to the parties they represent.
- (c) To hear and acknowledge reports and ideas generated by Employees, Council and their representatives on a range of issues pertaining to the Agreement.

- (d) To provide a forum for information flow between the Employer and Employees pertaining to the Agreement.
- (e) To distribute minutes and reports of its meetings, with members of the Enterprise Bargaining Consultative Committee making themselves available to receive and provide information to the parties they represent.
- (f) To review and monitor the operation and implementation of the Agreement.
- (g) To consider and implement agreed suggestions for continuous improvement, and resolve any disputes arising out of the operation of the Agreement in line with Clause 15.

The Enterprise Bargaining Consultative Committee will meet as required by either party.

### **8.3 Infrastructure & Field Services Consultative Committee**

The parties to this Agreement agree and recognise the benefits that can be achieved through addressing productivity and efficiency measures with a consultative and collaborative approach, involving managers/supervisors and Employees.

- (a) The parties agree consultation is essential to any change, and Council recognises the need for Employee commitment to achieve effective improvements in productivity.
- (b) Council is committed to ensure that there is an opportunity for Employees to be involved and express their opinions before changes that are likely to have an impact on the workplace and their jobs occur.
- (c) To achieve this the Infrastructure & Field Services Consultative Committee shall be formed to develop and implement a process for consultation between Council and Employees on change, work practices and associated matters to drive productivity and efficiencies to Council operations.
- (d) The Parties recognise the diverse activities of Council's operations and will seek a range of representatives from the workforce to attend each meeting to explore productivity and efficiencies in the workplace.
- (e) The Infrastructure & Field Services Consultative Committee shall comprise of:
  - Three (3) Employer representatives; and
  - Three (3) Employee representatives.

with Employee representatives to be appointed from within the Infrastructure and Field Services workforce by mutual agreement, on a rotational basis throughout the term of the Agreement to achieve the objective of 8.3 (e).

- (f) The Infrastructure & Field Services Consultative Committee shall meet quarterly.
- (g) After consulting with Employees through the Infrastructure & Field Services Consultative Committee, and taking into consideration all points, issues and concerns raised, Council will determine the most appropriate course of action taking into consideration the interests of the organisation and Employees.
- (h) The Parties commit to the implementation of a mechanism for the internal measurement of tasks and activities arising from consultation with Employees regarding Council operations.

## **CLAUSE 9 TRAINING**

- 9.1 Training of Employees is considered essential to ensure optimal outcomes from this Agreement. To this end, the Employer agrees to institute appropriate training for Employees within the Employer's time.
- 9.2 On occasions where training can only occur after hours, the Employee will be compensated on a single time hourly basis. All such training will be by mutual agreement and will include paid travel time.

## **CLAUSE 10 EMPLOYEE RELATIONS**

- 10.1 Management recognise the need for Employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for Employees to be involved and express their opinions through a process of consultation.
- 10.2 Employees recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework, seeking innovative solutions to problems and demonstrating a capacity to embrace change.

## **CLAUSE 11 SPECIFIC CHANGES**

### **11.1 Rostered Day Off Arrangements**

- 11.1.1 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 nine (9) days at 8.50 hours per day for eight (8) days and 8.00 hours per day for one (1) day. However, by mutual agreement the 76 hours may be worked over eight (8) days per fortnight during October to April.

## **11.2 Flexible Hours of Work**

- 11.2.1 In the interests of establishing a more flexible approach to working hours, the following arrangements will be utilised, by mutual agreement, as a means of satisfying community demand whilst providing Employees with increased opportunity to compete effectively in the market place.
- 11.2.2 The spread of ordinary hours of work for Employees shall be altered to between 6.00 am and 7.00 pm Monday to Friday inclusive.
- 11.2.3 An employee may work up to ten (10) hours per day at ordinary time and at the end of a fortnightly pay period any hours over 76 but less than 100 may be:
- (a) Paid hour for hour;
  - (b) Banked as Time Off in Lieu; or
  - (c) Taken as a combination of (a) and (b) above.
- 11.2.4 Hours worked in excess of ten (10) hours per day shall be paid at double time. Such hours worked shall be at the request of, and approved by the relevant Manager and worked by mutual agreement.
- 11.2.5 Employees may also elect, in lieu of payment, to bank such overtime into their "hours bank" at double time, (eg two (2) hours overtime worked = four (4) hours credit).
- 11.2.6 Time Off in Lieu hours accrued will not exceed 76 hours, if so the employee will either take time off to reduce the amount of hours in the bank, or be paid to reduce the amount to 76 hours.

## **11.3 Weekend Work**

- 11.3.1 Weekend work is defined as a request by the Manager or Agent to work on Saturday or Sunday.
- 11.3.2 Where weekend work is worked in accordance with the above definition, Employees will be paid penalties as prescribed by the Award. Employees will have the choice of the following payment options:
- (a) All payment;
  - (b) Payment of flat hours and penalty component "banked"; or
  - (c) All banked.



## **11.4 Call Outs**

- 11.4.1 The minimum payment for a call out shall be one (1) hour and the appropriate penalty rates shall apply. If the call out exceeds one (1) hour the appropriate minimum conditions of call out contained in the Award shall apply. The calculation of time for a call out shall include travelling time, to and from the job.

## **11.5 Flexible Working Arrangements Outside Of This Agreement**

- 11.5.1 It is recognised by the parties that due to the size and nature of Mid Murray Council it may be desirable to negotiate flexible working arrangements outside of this Agreement and any such arrangements will be clearly identified as special project work, or to deliver a specific service. Agreement will be reached with the Employees concerned and their Union and all new arrangements will be recorded in writing and may be used in future Agreements. No flexible working arrangements will be inferior to this Agreement. Current Working Agreement is the Shift Patrol Grading Annexure to the Enterprise Agreement.

## **11.6 Annualised Allowances**

- 11.6.1 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 Allowance;
- (6) Fertiliser Spreading;
- (7) Burning of Grass;
- (8) Wet Work;
- (9) Height;
- (10) Toxic Substance Allowance;
- (11) Plumbing Trade Allowance;
- (12) Boot Allowance; and
- (13) Disability Allowance.

- 11.6.2 For the purpose of this Agreement, the current travelling allowance paid to Employees using their own vehicle will continue to apply and be paid in line with the Award.

## **11.7 Work/Family Leave**

- 11.7.1 Council acknowledges the relationship of work and family and the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates in Council. In order to achieve these goals there will be no change in the current Sick Leave entitlement (nor the accrual of untaken Sick Leave from year to year) for Employees but the method of Sick Leave use will be extended to include "Personal Leave".
- 11.7.2 An employee may access 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, and a signed form will be required to be submitted in lieu of providing medical evidence (Doctor's certificate).
- 11.7.3 Where possible Employees will be required to give prior notice of absence for Personal Leave to enable the Council to make required adjustments to work schedules.

## **11.8 Part-Time Employees**

- 11.8.1 Where a Part-time Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.
- 11.8.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours. If the additional time falls on a day when the Employee is working, the minimum additional time shall be one (1) hour, or in the case of a day when the Employee was not working, a minimum of (3) three hours.

## **11.9 Casuals**

- 11.9.1 Where a Casual Employee agrees, he/she may work flexible hours as set out in Clause 11 (Flexible Hours of Work) without attracting overtime.
- 11.9.2 The Employee shall be given a minimum of 24 hours notice of Council's need for the working of additional hours.

## **11.10 Mixed Functions and Higher Duties**

- 11.10.1 An employee engaged for two (2) hours or more on any one day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less than two (2) hours on any one (1) day the higher rate for the time so worked is paid.

11.10.2 Provided however that where the actual performance of such work becomes a normal and constant feature of the Employee's substantive position (for an accumulated period of 400 hours in a 12 month period), then the Employee will be reclassified to that level. This applies for all levels below the Works Coordinator level.

11.10.3 Where an Employee acts up in a position of Works Coordinator or higher the following arrangements will apply:

- Where the work is specific and of limited nature, the Employee and Employer will agree on the overall period of acting up and sub clause 1 will apply.
- Where the period is unknown, the Employer and employee will review the acting up arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
- These arrangements will be made in writing and shall include the period of acting up or date of review.
- Where an Employee acts in a position of higher level for an accumulated period of 400 hours in a 12 month period, any period of approved leave taken shall be paid at the higher rate.

#### **11.11 Transition to Retirement**

11.11.1 Transition to retirement is an initiative that enables Employees who are either unable or do not wish to continue to work full-time, to reduce their weekly working hours.

11.11.2 Employees who are within three (3) years of their nominated retirement date and have completed at least three (3) continuous years of service with Council may, apply in writing to participate in a transition to retirement plan. Transition arrangements to retire will be offered at the discretion of the Chief Executive Officer and in line with operational requirements.

11.11.3 An Employee participating in a transition to retirement program may be eligible to work part time and access accrued Annual Leave or Long Service Leave entitlements, or may access leave without pay to make up their substantive fortnightly pay, subject to the following conditions:

- 11.11.3.1 The Employee is not receiving Workers Compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.

- 11.11.3.2 The Employee will attend work for the number of days mutually agreed between the Employee and Chief Executive Officer.
- 11.11.3.3 The employee does not enter into any other paid employment with another employer during the hours for which they are being paid from their accrued leave entitlements.
- 11.11.3.4 The Employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation.
- 11.11.3.5 The Employee is aware that when opting for part time hours, Long Service Leave will accrue and be paid in accordance with the Long Service Leave Act 1997.

## **11.12 Family Violence Support**

### **11.12.1 General Principle**

The Employer recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff that experience family violence.

### **11.12.2 Definition of Family Violence**

The Employer accepts that Family Violence—defined as ‘domestic abuse’ in the *Intervention Orders (Prevention of Abuse) Act 2009 (SA)*—may take many forms including physical, sexual, emotional, psychological or economic abuse, occurs in the context of a current or former intimate personal relationship, and may also affect children.

### **11.12.3 General Measures**

- 11.12.3.1 Proof of family violence may be required and can be in the form of an agreed document issued by the police, a court, a doctor, district nurse, a family violence support service, or a lawyer. A signed statutory declaration can also be offered as proof.
- 11.12.3.2 All personal information concerning family violence will be kept confidential in line with the Employer’s Policy and relevant legislation. No information will be kept on an Employee’s personnel file without their express written permission.
- 11.12.3.3 No adverse action will be taken against an Employee if their attendance or performance at work suffers as a result of experiencing family violence.

- 11.12.3.4 The Employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The Employer will advertise the name of the contact within the workplace.
- 11.12.3.5 An Employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources contact.
- 11.12.3.6 Where requested by an Employee, the Human Resources contact will liaise with the Employee's supervisor on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 22.3.4 and 22.3.5.
- 11.12.3.7 The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an Employee reports family violence.
- 11.12.4 Leave
  - 11.12.4.1 An Employee experiencing family violence will have access to five (5) days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
  - 11.12.4.2 An Employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.
- 11.12.5 Individual Support
  - 11.12.5.1 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:
    - 11.12.5.1.1 changes to their span of hours or pattern or hours and/or shift patterns;

- 11.12.5.1.2 job redesign or changes to duties;
  - 11.12.5.1.3 relocation to suitable employment within the workplace;
  - 11.12.5.1.4 a change to their telephone number or email address to avoid harassing contact; and
  - 11.12.5.1.5 any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 11.12.5.2 An Employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- 11.12.5.3 An Employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

### **11.13 Breastfeeding Entitlements**

- 11.13.1 The Employer is committed to supporting an appropriate work/life balance for employees through the provision of 'family friendly' entitlements, including in relation to the entitlement to breastfeed at work.
- 11.13.2 The Employer will support employees to breastfeed their babies upon their return to work. 'Breastfeeding' includes expressing milk and the same rights under this policy apply to employees who wish to express milk for their baby.
- 11.13.3 The Employer will undertake a risk assessment in relation to all employees who plan to continue breastfeeding after their maternity leave to ensure that supportive, hygienic and safe arrangements are in place.
- 11.13.4 The Employer recognises its responsibility to support breastfeeding at work and will support this practice by providing –
- flexible work arrangements to support breastfeeding; and
  - access to lactation breaks and support facilities.

### **Provision of flexible work arrangements to support breastfeeding**

- 11.13.5 The Employer will support flexible work arrangements to support women who wish to breastfeed when they return to work from maternity leave. Specific options will be implemented only with the consent of the breastfeeding mother.
- 11.13.6 These arrangements may include flexible start and finish times, reduced hours and/or part time work, working from home, or job-sharing.
- 11.13.7 The Employer will inform all employees of the rights provided under this policy as part of their induction, within appropriate training or other sessions and through the provision of information about the benefits of breastfeeding and its role in the workplace.

### **Providing access to lactation breaks and support facilities**

- 11.13.8 The Employer will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding.
- 11.13.9 Specific arrangements will be negotiated that may involve access to breaks to breastfeed or flexible start or finish times. The aim is to accommodate the breastfeeding requirements of that mother and child while allowing ongoing operational certainty.
- 11.13.10 The Employer will provide a private, comfortable and appropriately equipped private place in which to breastfeed and access to appropriate hygienic support facilities (including for breastmilk and equipment storage).

### **11.14 Cultural and Ceremonial Leave**

- 11.14.1 General Principle
  - 11.14.1.1 The Employer recognises the importance of enabling and encouraging Aboriginal and Torres Strait Islander Employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
  - 11.14.1.2 The Employer will support Aboriginal and Torres Strait Islander Employees to meet their cultural and/or ceremonial obligations in the workplace.

#### 11.14.2 Leave

- 11.14.2.1 Where absence from the workplace is required to fulfil cultural and/or ceremonial obligations (for example, attendance at a particular event), Aboriginal and Torres Strait Islander Employees will be entitled to Paid Cultural and Ceremonial Leave up to a maximum of five days per calendar year, as well as entitled to Unpaid Cultural and Ceremonial Leave up to a maximum of five additional days per calendar year. Such leave, whether paid or unpaid, will not be unreasonably withheld by the Employer.
- 11.14.2.2 Cultural and/or ceremonial obligations may include attendance at NAIDOC Week events.
- 11.14.2.3 Where an Aboriginal or Torres Strait Islander Employee has other paid leave available, they may choose to use that leave in preference for the unpaid leave entitlements referred to above.

### **CLAUSE 12 EMPLOYEE'S PROTECTION**

- 12.1 This Agreement shall not operate so as to cause any Employee to suffer a reduction in remuneration and benefits provided by the Employer applicable at the time of signing of the Agreement, or in National Standards such as standard hours of work, Annual Leave or Long Service Leave, etc.
- 12.2 It is a condition of this Agreement that Employees will only be transferred from their pre-amalgamation or current depot by mutual agreement.
- 12.3 For the life of this Agreement there shall be no forced redundancies. This does not include any reductions of the workforce that may occur through natural attrition.
- 12.4 Where the Council has made a definite decision that there is to be a reduction in the required number of Employees, the Council shall hold discussions with the Employees affected and the Union.

#### **12.5 Voluntary Separation Package**

- 12.5.1 Ten (10) weeks' notice of termination or payment of total weekly salary in lieu thereof.
- 12.5.2 Three (3) weeks of total weekly salary as severance payment for each complete year, or part thereof, service in Local Government.



- 12.5.3 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 of 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.
- 12.5.4 The minimum entitlement for severance for any Employee will be ten (10) weeks.
- 12.5.5 Pro-rata Long Service Leave will be paid whether seven (7) years of service has been attained or not.
- 12.5.6 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).

## **CLAUSE 13 PERFORMANCE MANAGEMENT**

Prior to interviews involving formal discipline, an employee shall be advised of his or her right to have a workplace representative present. Where the formal process involves the giving of a written warning, the employee will be asked if they wish to have an official from the Union present instead of, or in addition to the workplace representative.

- 13.1 The following conditions apply in respect of the formal discipline process covering misdemeanours and misconduct. The Council, however, reserves the right under the Award to apply summary dismissal in cases where it is considered warranted, such as for cases of serious and willful misconduct.
- 13.1.1 The employee shall be entitled to two (2) prior formal reprimands before notification to terminate the employment is given.
- 13.1.2 The warnings shall be in writing and a copy placed on the employee's file. The employee shall sign the copy to indicate that he or she is aware of its existence on file and may request to view that file at any mutually convenient time. Warnings will remain on file for a period of three (3) years.

## **CLAUSE 14 POOR PERFORMANCE PROCESS**

- 14.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training and counselling measures should be utilised in order to achieve positive outcomes.
- 14.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 13 should be applied.

## **CLAUSE 15 DISPUTE SETTLEMENT PROCEDURE**

- 15.1 Procedure in relation to disputes arising from the operation of this Agreement:
- (a) 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.
  - (b) 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.
  - (c) In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.
- 15.2 Procedure in Relation to Disputes Arising out of Employment:
- (a) 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.
  - (b) 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.

- (c) 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 Workplace Union Representative will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

#### Stage Two

If the issue is not settled at Stage One, the Employee and the Workplace Union Representative will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Chief Executive Officer becomes involved.

#### Stage Three

If the matter is not settled at Stage Two the Chief Executive Officer will meet with the Workplace Union Representative, the Union Organiser, the Employee and the Supervisor.

#### Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer, with the assistance of the Industrial Officer from the Local Government Association of South Australia Inc and the relevant Union Industrial Officer, shall seek resolution through the appropriate South Australian Employment Tribunal.

This procedure is not intended to preclude ultimate access by either party to the South Australian Employment Tribunal for conciliation or arbitration purposes.

The process contained in Stages One, Two and Three shall be completed within 14 working days of the issue being raised at Stage One to ensure its expedient resolution.

### **CLAUSE 16 WORK HEALTH AND SAFETY**

- 16.1 All Employees of Council shall be ensured a safe working environment at all times.
- 16.2 The Employer and the Union shall give full cooperation to the achievement of high standards of Work Health and Safety.

- 16.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. On all of the Employer's projects there shall be strict compliance to all Acts and Regulations, Industry Codes of Practice and other relevant Work Health and Safety Guidelines so as to provide and maintain a safe working environment.

## **CLAUSE 17 INCLEMENT WEATHER**

"Inclement Weather" persistent weather, that prevents meaningful work from being undertaken safely or effectively.

The Council will place temperature gauges at each depot and they will be monitored by the relevant Works Coordinator or other nominated person when the temperature is forecast to be 38 degrees or over. The guidelines are to be used for excessive heat, however sometimes it may be necessary for the relevant Coordinator to make decisions based on risk within specific sites with the input of Employees.

- 17.1 Advance planning should occur when hot weather is forecast. Supervisor/Works Coordinators, whose teams may be exposed to hot weather, shall give advance consideration to the following measures:
- 17.1.1 When temperatures are forecast to be 38 degrees or above Employees may start at 6 .00 am.
  - 17.1.2 Rescheduling of more strenuous tasks to the cooler period of the day.
- 17.2 The Works Coordinators will ensure that the Health Safety and Welfare of Employees is put before Council works.
- 17.3 The Works Coordinators will arrange for alternative safe work for teams when the weather is inclement.
- 17.4 When temperatures reach 38 degrees all heavy physical, manual work will cease, i.e. concreting, bitumen, shoveling and paving.
- 17.5 When the temperature reaches 40 degrees, all outdoor work will cease, except essential works, and work to be undertaken in an air-conditioned environment.
- 17.6 Employees may use TOIL time/Annual Leave to cease work due to inclement weather or be directed to cease work without loss of pay if alternative work cannot be provided.
- 17.7 When hot/inclement weather prevents meaningful work from being carried out, alternative work shall be accessed. Managers/Works Coordinators, whose teams may be affected by periods of such conditions, should have, where possible, alternative work prepared for teams or individuals to undertake whilst protected from the weather.

Employees shall be notified via their E-Worker, by their Works Coordinators/Managers that the weather has caused a cessation of work and what action needs to be done, whether it is alternative work, training or the option to go home.

Such work could include but not be limited to:

- Training/study;
- Equipment maintenance;
- Tool box meetings; and
- Housekeeping

If alternative work cannot be identified or has been exhausted, employees will cease work for the day and may utilise their Time off in Lieu/Annual Leave or be directed to cease work without loss of pay in accordance with the conditions outlined in Clause 17.6. It is not intended for employees to remain at work undertaking unproductive work.

### **Essential/Emergency Services Situations**

It is recognised there is a requirement to maintain certain levels of service to cope with essential/emergency services situations during normal working hours that may arise during periods of excessive heat or inclement weather.

After the cessation of normal work due to extreme heat or inclement weather, the relevant on duty call-out officer will stay back along with minimal members of other outdoor teams. The specific number of team members required to stay back will be decided in consultation between the Managers/Works Coordinators and the teams, considering situational requirements. Equity of team members required to stay back will be maintained by team rotation through a roster. Employees who stay back during inclement weather shall be paid ordinary rates until their normal finish time for that day. Standard call out rates will apply if an employee is called back to work after their normal finish time as per Clause 11.4.1 of this Agreement.

## **CLAUSE 18 SUPERANNUATION AND SALARY SACRIFICE**

### **Superannuation Fund and Payments**

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

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

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

(a) For each Employee who is making a Salarylink Contribution to Hostplus:

- (i) 3% of the greater of Member's Salary or ordinary time earnings;
- (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
- (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

(b) For each other Employee:

- (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
- (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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

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

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

For the purposes of this clause:

- "Salarylink Benefit" has the meaning given to that term under the Trust Deed.
- "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- "Member's Salary" has the meaning given to that term under the Trust Deed.

"Trust Deed" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

## **CLAUSE 19 INCOME PROTECTION**

- 19.1 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.
- 19.2 Council will provide Personal Accident and Illness Protection for all employees as per the LG Income Protection Fund Product Disclosure Statement.

## **CLAUSE 20 PAY INCREASES**

- 20.1 Upon registration with regard to the general intent and principles of the Enterprise Agreement, the Employer agrees to pay the following pay increases in accordance with Schedule 1 to this Agreement -
- (a) A 1% administration payment of total gross wages for the pay period commencing 6 October 2020 through until the pay period ending 28 June 2021 inclusive.
  - (b) A 1.5% administration payment of total gross wages for the pay period commencing 29 June 2021 through until the pay period ending 11 July 2022 inclusive.
  - (c) From the commencement of the first full pay period on or after 1 July 2022, employees will receive an increase of 1.5% or the Consumer Price Index (CPI) for the year ending March Quarter 2022 (Adelaide Capital City), whichever is greater.
  - (d) From the commencement of the first full pay period on or after 1 July 2023, employees will receive a further increase of 1.0% or the Consumer Price Index (CPI) for the year ending March Quarter 2023 (Adelaide Capital City), whichever is greater.
  - (e) From the commencement of the first full pay period on or after 1 July 2024, employees will receive a further increase of 1.0% or the Consumer Price Index (CPI) for the year ending March Quarter 2024 (Adelaide Capital City), whichever is greater.
- 20.2 The Council will arrange and pay for all accommodation for employees while working away.
- 20.3 The Council will pay a meal allowance, when applicable under the Award, of \$65.00 per day to all employees covered by this Agreement. The meal allowance will increase by CPI effective from the first pay period on or after 1 July of each year, based on the CPI for the year ending March Quarter (Adelaide Capital City).

- 20.4 If labour hire or agency employment is identified as regular and systematic during a period of 12 months, the position shall be considered as a permanent position with Council, unless the position is used to backfill permanent employees on long term leave, or the position will be part of a restructure/change of duties. Normal Council Recruitment Policies and Procedures will apply in filling the position.

#### **CLAUSE 21 NO FURTHER CLAIMS**

- 21.1 The Australian Workers Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 21.2 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.

#### **CLAUSE 22 NOT TO BE USED AS A PRECEDENT**

- 22.1 This Agreement represents a compromise on the part of all parties and is not to be used as a precedent, ie this Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place.

#### **CLAUSE 23 PRODUCTIVITY INCREASES AND IMPROVEMENTS**

- 23.1 The parties agree to pursue productivity increases and improvements. This will include but not be limited to the following:-
- Meetings to be held quarterly with at least one staff member from each depot to discuss Productivity Gains and Improvements. The meetings will be minuted so that Productivity Gains and Improvements can be measured and recorded.
  - Not returning to the depot for meal breaks where practicable.
  - Ensuring that all equipment is prepared for the following day, so where practicable, returning to the Depot is limited.
  - Not returning to the depot where practicable throughout the day and thereby losing productivity

#### **CLAUSE 24 VARIATION**


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



**CLAUSE 25 SIGNATORIES**

THIS AGREEMENT is made on the 27<sup>th</sup> day of February 2023


SIGNED ON BEHALF OF  
MID MURRAY COUNCIL BY

 2/3/2023


CHIEF EXECUTIVE OFFICER



Witness  
TRIANA HILL

 2/3/2023

SIGNED FOR AND ON BEHALF OF  
THE AMALGAMATED AUSTRALIAN  
WORKERS UNION (AWU) SOUTH  
AUSTRALIAN (SA), STATE UNION

 6/3/2023

ASSISTANT STATE SECRETARY

Simon Russell  
Witness

 6/3/23

# **MID MURRAY COUNCIL**

## **AWU PAY SCHEDULE**

### **AS PER ENTERPRISE BARGAINING AGREEMENT NO 10 - 2022**

<b>Classification  Municipal Employee</b>	<b>Wage - As Per EB Agreement No 10 - 2022 1/7/2022  4.70%</b>	<b>Wage - As Per EB Agreement No 10 - 2022 1/7/2023 1.0% or CPI % as at March 2023 for Adelaide</b>	<b>Wage - As Per EB Agreement No 10 - 2022 1/7/2024 1.0% or CPI % as at March 2024 for Adelaide</b>
<b>Grade</b>	<b>\$ per fortnight</b>	<b>\$ per fortnight</b>	<b>\$ per fortnight</b>
Grade 1-1	1953.97		
Grade 1-2	1980.89		
Grade 1-3	2007.36		
Grade 2-1	2038.79		
Grade 2-2	2065.71		
Grade 2-3	2092.16		
Grade 3-1	2125.53		
Grade 3-2	2152.49		
Grade 3-3	2178.89		
Grade 4-1	2230.28		
Grade 4-2	2257.28		
Grade 4-3	2283.65		
Grade 5-1	2302.11		
Grade 5-2	2329.00		
Grade 5-3	2355.45		
Grade 6-1	2363.46		
Grade 6-2	2390.43		
Grade 6-3	2416.82		
Grade 7-1	2424.82		
Grade 7-2	2451.68		
Grade 7-3	2478.19		
Grade 7-1 Grader	3079.52		
Grade 7-2 Grader	3113.63		
Grade 7-3 Grader	3147.30		

Grade 8-1	2481.11		
Grade 8-2	2508.08		
Grade 8-3	2534.53		
Grade 9-1	2681.11		
Grade 9-2	2708.08		
Grade 9-3	2734.53		

## SCHEDULE 2



### SHIFT PATROL GRADING ANNEXURE TO ENTERPRISE AGREEMENT

#### **Basis of Operation:**

The shift patrol grading service offered by Mid Murray Council is based upon a shift consisting of seven (7) days worked and then seven (7) days off.

#### ***Shift One and Shift Two– Operator One and Operator Two***

Tuesday (11 hours)  
Wednesday (11 hours)  
Thursday (11 hours)  
Friday (11 hours)  
Saturday (11 hours)  
Sunday (11 hours)  
Monday (10 hours)

The shifts are to be worked between the hours of 5.30 am and 6.30 pm, with a 30 minute lunch break. Both the commencement and conclusion of the shift can be at the operator's depot.

A Council owned utility will be available at the start of each shift for use by the operator to return to his/her place of residence. At the end of the shift the utility shall be left at the Cambrai or Mannum Depot, or may be delivered to the second operator (as agreed between the operators and Council).

#### **Conditions:**

1. Position to be classified as Grade 7 of the Local Government Employees Award.

In addition to the increase in Clause 20 of the Agreement, all operators are to be paid a further 27% in recognition of the shift work being undertaken, in lieu of Award provisions for the social impact of weekend work, overtime, early starts, etc.

2. Positions are to receive and be respondent to all conditions of the Enterprise Agreement, excepting where the Annexure varies those conditions.
3. All recognised Public Holidays shall be taken off by the Operator whose shift such Public Holiday falls on and be paid at single rate for an 11 or 10 hour day, whichever is applicable.
4. The normal 76.00 hour shift is to be paid at a flat hourly rate (refer Clause 1 above). Maximum hours to be worked in any one shift to be 12 hours. Any time worked in excess of 11 hours is to be paid at double time.
5. At a time to be decided, operators will notify their immediate Coordinator that the shift will initially extend beyond the preferred normal shift time, in order to gain approval for incurring overtime. If applicable, notification to the immediate Coordinator will also be given where it is evident that the shift will extend beyond the maximum standard 11 hours to enable a replacement operator to be rostered on, or other appropriate action to be taken. Operators shall be paid a gross remuneration based on ME Grade 7, plus 27% shift loading (wage increase in accordance with Schedule 1 of AWU Enterprise Agreement No 10 - 2022) as follows:
  - (a) A 1% administration payment of total gross wages for the pay period commencing 6 October 2020 through until the pay period ending 28 June 2021 inclusive.
  - (b) A 1.5% administration payment of total gross wages for the pay period commencing 29 June 2021 through until the pay period ending 11 July 2022 inclusive.
  - (c) From the commencement of the first full pay period on or after 1 July 2022, employees will receive an increase of 1.5% or the Consumer Price Index (CPI) for the year ending March Quarter 2022 (Adelaide Capital City), whichever is greater.
  - (d) From the commencement of the first full pay period on or after 1 July 2023, employees will receive a further increase of 1.0% or the Consumer Price Index (CPI) for the year ending March Quarter 2023 (Adelaide Capital City), whichever is greater.
  - (e) From the commencement of the first full pay period on or after 1 July 2024, employees will receive a further increase of 1.0% or the Consumer Price Index (CPI) for the year ending March Quarter 2024 (Adelaide Capital City), whichever is greater.

Payments shall be made in equal fortnightly instalments. It should be noted that ME Grade 7(3) gross remuneration is payable to employees who have attained ME Grade 7(3) increment. A shift patrol grader operator who is appointed either internally or externally will be paid at the applicable increment of ME Grade 7 until such time as ME Grade 7(3) increment has been reached.

6. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved.
7. Sick Leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 76 hours (7 days) based on 11 or 10 hours per day (as applicable), or 76 hours (10 days) based on 8.5/8 hours per day. Employees are to notify their immediate Supervisor as soon as possible if they are unable to attend their shift due to illness.
8. Annual Leave is to be paid and deducted from Annual Leave entitlement at the rate of one (1) day being 11 or 10 hours (as applicable), ie the yearly allowance of 152 hours (20 days) will actually be 152 hours (14 days) based on 11 or 10 hours per day (as applicable). This may be varied to 152 hours (20 days), based on payment of 8.5/8 hours per day, by prior mutual agreement between the incumbent and Council.
9. The application of this Annexure is to be monitored by the Enterprise Bargaining Unit, with any concerns or disputes to be resolved pursuant to the Dispute Settlement Procedure (Clause 15) of the Agreement.
10. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion, other than in the last half an hour of shift.
11. This Annexure shall be read in conjunction with the Mid Murray Council AWU Enterprise Agreement No 10 of 2022, provided that where there is any inconsistency this Annexure shall take precedence.
12. On days of inclement weather and patrol grading cannot occur, Employees are to notify their immediate Supervisor as soon as possible so other duties can be arranged.