

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title The Rural City of Murray Bridge AWU EBA 2023
Employer Rural City of Murray Bridge
Case number ET-23-02280

Orders - Approval of Enterprise Agreement The Rural City of Murray Bridge AWU EBA 2023

I HEREBY APPROVE this Enterprise Agreement in consideration of the below undertakings pursuant to section 79 of the *Fair Work Act 1994*.

***Clause 1.5.2 This Agreement terminates all previous Agreements upon approval.
Amended to: This Agreement supersedes all previous Agreements making them no longer valid upon approval.***

Clause 7.6.2.13 Employer paid parental leave is to be superable. Amended to: Employer paid parental leave is to have super paid.

This Agreement shall come into force on and from 23 October 2023 and have a nominal life extending for a period to 30 June 2025.

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

Commissioner Rogers

23 Oct 2023

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SOUTH AUSTRALIAN EMPLOYMENT TRIBUNAL

Case: ET-23-02280

Applicant:

The Rural City of Murray Bridge

Section 210 – Application for approval of a variation of an enterprise agreement

Undertaking – Section 212

I, Harnah Polak, Corporate Services Support Officer – Payroll & HR , have the authority given to me by The Rural City of Murray Bridge to give the following undertakings with respect to The Rural City of Murray Bridge AWU Enterprise Bargaining Agreement 2023 ("the Agreement"):

1. Clause 1.5.2 This Agreement terminates all previous Agreements upon approval.
Amended to: *This Agreement supersedes all previous Agreements making them no longer valid upon approval.*
2. Clause 7.6.2.13 Employer paid parental leave is to be superable.
Amended to: *Employer paid parental leave is to have super paid.*

These undertakings are provided on the basis of issues raised by South Australian Employment Tribunal in the application before the South Australian Employment Tribunal.

Signature



Date 8th September 2023

**THE RURAL CITY OF
MURRAY BRIDGE AWU
ENTERPRISE
BARGAINING
AGREEMENT 2023**

31/03/2023

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1 Application and Operation of the EBA

1.1. Title

- 1.1.1. This Agreement will be entitled The Rural City of Murray Bridge AWU Enterprise Bargaining Agreement 2023.

1.2. Application

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

1.3. Commencement Date and Duration

- 1.3.1. This Agreement shall take effect from the date of approval by the South Australian Employment Tribunal (SAET) and its nominal expiry date is 30 June 2025.
- 1.3.2. This Agreement will be reviewed and renegotiated during the final six months of this Agreement.
- 1.3.3. This Agreement shall continue in force until rescinded or replaced with a new signed Agreement and from the date the new signed Agreement is approved with the Tribunal.

1.4. Definitions

- 1.4.1. Agreement means The Rural City of Murray Bridge AWU Enterprise Bargaining Agreement 2023.
- 1.4.2. Award means the Local Government Employees Award 1998 as applying at certification of the Agreement.
- 1.4.3. Consultation is the process that will have regard to employees' interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees.
- 1.4.4. Council means The Rural City of Murray Bridge.
- 1.4.5. Development means learning activities that are directed towards overall improvement in competence beyond the individual's usual competence.
- 1.4.6. Employer means The Rural City of Murray Bridge and also includes the Chief Executive Officer acting on behalf of Council whether by delegation or under management principles.
- 1.4.7. Employee means any employee of the Council who performs work covered by this Agreement and the Award.
- 1.4.8. Senior Management Team means the group of department managers led by the Chief Executive Officer, who are empowered to make operational decisions for the Council.
- 1.4.9. Salary means rates as prescribed in Schedule 1 and superannuation.

- 1.4.10. Union means the amalgamated Australian Workers Union (SA) state union.
- 1.4.11. Workplace Representative means an AWU member or members elected by the membership from the membership and appointed under the rules of the Union, whose role is to effectively represent the interests of members of the workplace.
- 1.4.12 Australian Super means the default superannuation scheme Australian Super Pty Ltd.
- 1.4.12. Australian Super means the superannuation scheme established and maintained under the Local Government Act, 1999 (as amended from time to time).
- 1.4.13. Superannuation contributions means:
- 1.4.13.1. Contributions which the employer is required to pay under the terms of the rules governing the Hostplus Super Scheme.
 - 1.4.13.2. Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992.
 - 1.4.13.3. Council will pay to the Superannuation scheme an amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act.
 - 1.4.13.4. Any additional superannuation contributions which the employer agrees to pay in respect of an employee.
- 1.4.14 Tribunal means the South Australian Employment Tribunal (SAET) (formerly SA Industrial Relations Commission).

1.5. Relationship to Parent Award and Supersession

- 1.5.1. This Agreement shall incorporate the Local Government Employees Award 1998 as a term of the agreement, provided that where there is any inconsistency this Agreement shall take precedence.
- 1.5.2. This Agreement terminates all previous Agreements upon approval.

1.6. Intent and Objectives

- 1.6.1. This Agreement has been negotiated to reflect the changing nature of Local Government in South Australia and the increasing demands for high levels of accountability and service delivery to the community.
- 1.6.2. The objective of the Agreement is therefore to provide a framework for the Rural City of Murray Bridge to be a leading local government authority through the development and support of a flexible workforce and management structure committed to the continued improvement of productivity and efficiency.
- 1.6.3. The parties to this Agreement are committed to ensuring that all parts of the organisation are operating at a level of efficiency and cost effectiveness that compares favourably with providers of similar services in the community at large.
- 1.6.4. This will be achieved in particular through:

- 1.6.4.1. Developing flexibility in the work environment to improve the quality of service provided to customers to ensure that customer needs are promptly and efficiently met.
- 1.6.4.2. Developing a high degree of participation, team work, trust and shared commitment to the goals and policies of the Rural City of Murray Bridge and the achievement of real and sustainable improvements in productivity.
- 1.6.4.3. Increasing the level of overall employee job satisfaction through the facilitation of the acquisition and application of skills and training relevant to the organisational needs with the aim of improving individual skills, innovation and excellence.
- 1.6.4.4. Adopting practices that improve standards of Work Health and Safety.

1.7. Variation

- 1.7.1. This Agreement may be varied by mutual consent of both parties during the life of this Agreement subject to ratification by the SAET of any proposed changes.

2. Flexibility

2.1 Specific Flexibility

2.1.1 Rostered Day Off Arrangements

- 2.1.1.1 It is recognised that the current hours of work shall remain the standard hours worked under this Agreement. That is, 76 hours per fortnight worked over 9 days at 8.44 hours per day. Time worked on a rostered day off shall be taken off as time-off in lieu at a later date.
- 2.1.1.2 Where a scheduled Rostered Day Off falls on a public holiday, the RDO will be moved to the following work day or on another date determined by mutual agreement.

2.1.2 Flexible Hours of Work

- 2.1.2.1 The spread of ordinary hours of work for employees will be between 6.00am and 6.00pm Monday to Friday inclusive. The span of ordinary hours for each employee within the spread of hours will be determined through consultation and consent between the employer and the employees concerned.
- 2.1.2.2 Employees may be required to work up to a maximum of 96 hours per 9-day fortnight at standard time. Additional hours worked in accordance with this clause shall be banked at ordinary time provided that the flexi time bank is not greater than 38 hours at any one time. Employees are not permitted to accumulate banked hours in excess of 38 hours without the expressed written authority of their Manager.
- 2.1.2.3 The maximum hours that may be worked under the flexible hours arrangement per day is 10 hours. This extra time is to be banked at ordinary time and to be taken as time-off in lieu, at a mutually convenient time, to be agreed between the employer and the employee. Hours worked in excess of 10 hours per day will be paid at award penalty rates.
- 2.1.2.4 The time off in lieu bank may be paid out at the agreed rate (ordinary time) at any time by mutual consent between the employer and employee.
- 2.1.2.5 An employee's flexi bank cannot go into deficit at any time.
- 2.1.2.6 When employees are required to work in excess of their normal hours (i.e. 8.44 hours) per day this extension is to be done by mutual agreement between the relevant Manager and any individual employee or work group.
- 2.1.2.7 Employees may wish to convert time worked on Saturdays, Sundays, Public Holidays and Rostered Days off and overtime as "banked" time as per the award rates. All such circumstances will be done by mutual agreement between the employer and the employee.
- 2.1.2.8 The Council expects that any accrued flexi time should be taken on or before the last day of employment, wherever possible. Any flexi time not taken on or before the last day of employment shall be paid out at the ordinary hourly rate.

3 Communication, Consultation and Dispute Resolution

3.1 Consultative Mechanism

- 3.1.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principle Consultative Structure is the Single Bargaining Unit.
- 3.1.2 Single Bargaining Unit
 - 3.1.2.1 The Single Bargaining Unit shall be established to negotiate an Agreement.
 - 3.1.2.2 The Term of Membership shall be the same as the term of the Agreement.
 - 3.1.2.3 The Single Bargaining Unit shall consist of equal numbers of:-
 - 3.1.2.3.1 Employer representatives nominated by the Council.
 - 3.1.2.3.2 Employee representatives elected by employees which will include the Union.
- 3.1.3 The role of the Single Bargaining Unit shall be:
 - 3.1.3.1 To reach decisions by consensus. All decisions will operate as recommendations.
 - 3.1.3.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 3.1.3.3 To provide a forum for information flow between the employer and employees.

3.2 Employee Relations

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

3.3 Dispute Settlement Procedure

- 3.3.1 **Procedure in relation to disputes arising from the operation of this Agreement**
 - 3.3.1.1 In the event of any problem arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

- 3.3.1.2 Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of the members employed by Council.
- 3.3.1.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

3.3.2 Procedure in Relation to Disputes Arising out of Employment

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

Stage One

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

Stage Two

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

Stage Three

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

Stage Four

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

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

4 Employer and Employees duties Employment Relationship and Related Arrangements

4.1 Career Planning and Development

- 4.1.1 At the conclusion of each twelve month period following certification of this Agreement an employee under this Agreement shall be eligible for payment of their next annual increase in accordance with Clause 5.3 provided the employee has:
 - 4.1.1.1 participated in at least one formal Performance Development interview with their immediate Group Leader in accordance with the requirements of the program; and
 - 4.1.1.2 that this interview was conducted during the twelve months preceding the date of effect of the subsequent round of increases as detailed in Clause 5.3.
- 4.1.2 It is the responsibility of the Group Leader to ensure a formal interview is arranged with his/her employee(s) and it is the responsibility of the Group Leader to conduct this interview as soon as reasonably practicable after the employee has been advised.

4.2 Labour Hire and Agency Employment

- 4.2.1 In the interests of workplace harmony, the parties agree that all workers performing a role for the Council shall be treated equally in terms of remuneration at the appropriate grade as per Attachment 1 and allowances.
- 4.2.2 In accordance with Council's commitment to provide secure employment for its employees and the general principles underlying this Agreement, the Council will ensure that where labour hire agency workers are required, they will receive a wage no less than that which an employee would receive.
- 4.2.3 If labour hire or agency employment is identified as regular and systematic during a period of 12 months the position will become a permanent position with Council unless the position is used to backfill permanent employees on long term leave. Normal Council recruitment Policies and Procedures will apply in filling the position.

5 Wages and Related Matters

5.1 Classification Structure

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

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

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

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

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

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

5.2 Progression through the pay grades

5.2.1 An employee progressing from one Grade to the next will have their years of service recognised.

5.3 Pay Increases

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

First Round Pay Increases

5.3.1.1 Pay an across the board increase of 4.7% effective from the date of certification to all employees covered by this Agreement and from the first full pay period on or from 1 April 2023.

Second Round Pay increases

5.3.1.2 Pay an across the board increase of 4.5% or CPI* whichever is greater effective from the first full pay period on or from 1 July 2023.

Third Round Pay increases

5.3.1.3 Pay an across the board increase of 3.5% or CPI* whichever is greater effective from the first full pay period on or from 1 July 2024.

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

*Calculation based on the March CPI

5.4 No further Claims

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

5.5 Allowances

- 5.5.1 The following allowances have been absorbed into previous pay increases and as such they do not apply:

(1) Confined Spaces	(2) Dead Animals
(3) Wood Chipping	(4) Money Handling
(5) Towing (trailer)	(6) Fertiliser Spreading
(7) Burning of Grass	(8) Wet Work
(9) Height	(10) Toxic Substance
(11) Bitumen	(12) Boot
(13) Litter Driver	(14) Toilet Cleaning
(15) Drivers Licence	(16) Disability
(17) Cemetery Allowance	

- 5.5.2 For the purpose of this Agreement, the following travelling allowance paid to employees using their own vehicle will continue to apply:

5.5.2.1 \$0.95/km for 6 cylinder or greater

5.5.2.2 \$0.86/km for 4 cylinder

- 5.5.3 For the purpose of this Agreement, employees will be paid a meal allowance in accordance with clause 5.3.5 of the Award and the allowance will be \$18.30 or the Award amount, whichever is the greater.

- 5.5.4 For the purpose of this agreement employees will be paid a tool allowance and the allowance will be \$16.20 per week or the Award amount, whichever is the greater.

5.6 Income Protection

- 5.6.1 The employer will take out and continue to hold for the term of this Agreement a policy of income protection to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover accidents that occur outside working hours including travel to and from work, and illnesses in accordance with the insurer's Income Protection Policy and rules.
- 5.6.2 The benefits relate to weekly earnings in accordance with the insurer's Income Protection Policy.
- 5.6.3 The employer will continue to make Superannuation contributions on behalf of an employee who accessing Income Protection for the period that they are absent. Contributions will be made at the same rate as the last pay period prior to the employee entering Income Protection.

- 5.6.4 Accruals of leave entitlements shall not apply to Employees who are absent from work and receive payments via income protection.. The period of time absent on income protection will not break service, but shall not count towards service.
- 5.6.5 The employer will provide employees with an insurance policy to top up salaries when a decrease is experienced under the workers compensation scheme. The benefits will be paid in accordance with the insurer's insurance Policy and their guidelines as amended from time to time and the Return to Work Act 2014.

5.7 Salary Packaging

- 5.7.1 By agreement between the Council and the employee, the employee can elect to package his/her gross salary.
- 5.7.2 The parties agree that packaging arrangements will be implemented on the following basis:
- 5.7.2.1 The amount of gross salary to be packaged shall not exceed legislative requirements.
- 5.7.2.2 The parties shall agree to the items capable of being included in the salary package.
- 5.7.2.3 The employee's substantive gross salary for all purposes including, but not limited to, employer contribution superannuation, annual leave, annual leave loading, enterprise bargaining payments and increases, and long service leave, shall be the pre-sacrificing salary.
- 5.7.2.4 The parties shall agree that the introduction of salary packaging will not result in additional cost to the employer, including Fringe Benefits Tax.

5.8 Corporate Uniform

- 5.8.1 All employees will wear a uniform. The uniform will be provided to the employee free of cost.
- 5.8.2 The employer will provide all new full time employees with an initial corporate uniform consisting of the following :
- Two suits of coverall overalls; or
 - Two short sleeve shirts only to be worn if coverall overall is being worn, or
 - Two long sleeve work shirts
 - Two pairs of trousers; or
 - Two micro mesh polo shirts, day use only or
 - A combination of any of the above.
 - Winter Jacket
 - Windcheater.
 - One broadbrim hat or bucket hat
- 5.8.3 Such clothing will be replaced on a fair wear-and-tear basis.
- 5.8.4 The SBU committee will meet when required to negotiate the corporate uniform and discuss issues that will include but not be limited to:
- Colour
 - Type
 - Material
 - Safety requirements
 - Replacement
 - Amount

- 5.8.5 Employees will be supplied with approved safety type footwear to the value of \$180 excluding GST to be worn in accordance with the employee's responsibilities under the Work, Health and Safety Act 2012.
- 5.8.6 The first issue of safety footwear is made on commencement of employment and replaced by the employer on a fair wear and tear basis.

5.9 Superannuation

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5.9.1 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.

5.9.2 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)~~ Australian Super 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.

5.9.3 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.

5.9.4 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.

5.9.6 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).

5.10 Higher Duties/ Mixed Functions

- 5.10.1 An employee directed by their employer to perform duties of higher value exceeding the classification grades of the Award but inclusive of grades in this EBA (ie Grades 9 – 14 inclusive) shall be paid in accordance with the Higher Duties conditions of the Award provided that the employee directed to perform such duties will perform them on the first occasion for a continuous period of two working days or more, and on any other occasion, subsequent to having performed those duties for the aforesaid period, for one working day or more, in order to become entitled to higher duties pay as aforesaid.
- 5.10.2 An employee directed by their employer to perform duties of higher value but within the classification grades of the Award (ie Grades 1 – 8 inclusive) shall be paid in accordance with the Mixed Functions conditions of the Award.

5.11 Hot Weather

- 5.11.1 Hot weather for the purpose of this Clause will mean the existence of extreme high temperatures.
- 5.11.2 The arrangements in this Clause are to be considered in conjunction with Council's relevant policies and procedures.
- 5.11.3 If the Works Supervisor and the work team at the applicable site are of the opinion that the weather conditions that exist at the time are impracticable and that continuing to work at the assigned task and in the assigned location would be:
- detrimental to employee health, safety and welfare, or
 - dangerous to the public, or
 - impractical.
- 5.11.4 The relevant Group Leader shall, after discussion with the work team and after ensuring the safety of the work site, direct the work team to cease this work and/or direct the employees to perform other alternative duties.
- 5.11.5 Employees may be relocated to other functions or tasks taking into account the Council area and conditions. However, the relocated work must be considered by the Group Leader to be safe, productive and within capabilities of the affected employees.
- 5.11.6 Employees will be involved in consultation in relation to weather effects on work performance.
- 5.11.7 If the temperature reaches 38°C and if no appropriate relocated work (in accordance with 5.11.5) is available or, work will cease and employees will access the 50/50 toil as below.
- 5.11.7.1 The temperatures referred to in this clause will be sourced from the Bureau of Meteorology (the BOM) official web-site www.bom.gov.au/saat for Murray Bridge.
- 5.11.7.2 Time lost due to employees ceasing work due to hot weather conditions shall be adjusted hour for hour whereby 50% of the time shall be taken from the individual employees accrued time bank and 50% of the time is paid by Council (HWT Hot Weather Time). For example where the employee normally works an 8.5

hour day and is stood down due to hot weather conditions after 4 hours, then 2.25 hours will be paid by the Council (HWT) to the employee and 2.25 hours will be deducted from the employee's accrued time bank.

5.11.7.3 The flexi time bank referred to in these clauses for Hot Weather Time is in addition to that referred to in clause 2.1.2 (Flexible Hours of Work).

5.11.7.4 A time bank will be established by the following method.
Employees will accrue the equivalent of two standard days by working two RDO's (17 hrs) prior to the end of September each financial year. Council will match the employee's time bank to enable a 50/50 payment in cases of hot weather as outlined above.

5.11.7.5 Within any financial year the maximum number of hours that any employee can be required to utilise under the terms of the this Clause shall be 34 hours (i.e. no employee shall be required to offset their accrued time bank by any more than 17 hours per financial year). Should the stand-down hours be greater than 34 hours in a financial year, the Council will pay 100% of wages for the hours greater than 17.

5.11.7.6 If at the end of the financial year any accrued time remains, in an employee's time bank, such hours may be repaid to the employee upon application in the final pay period of May each financial year or accrued hours will be rolled in to the following year up to a maximum of 17 hours.

5.11.8 Employees who for family and other reasons are unable to accumulate a time bank as outlined above, or unable to make arrangements allowing them to leave work earlier than normal, shall not be required to do so. Alternative work or training will be arranged in these instances.

5.11.9 Employees who commence work after 1 October (or during the Hot Weather Period) will receive the HWT Council referred to in clause 5.11.7.2 and will be allowed to go into deficit in relation to the accrued HWT provided in clause 5.11.7.2. Such Employees will be given three (3) months from their start date to accumulate the requisite maximum of 17 hours HWT (pro-rata for part-time Employees).

5.11.10 Employees in their first year of employment with RCMB need only accumulate 8.5 hours of flexi under this Clause and may go into deficit in relation to the accrued Hot Weather Time. Such employees will be given three (3) months to redress the deficit.

5.11.11 Employees operating suitably air conditioned plant or able to continue work by working in air conditioned work spaces may remain at work.

5.11.12 Essential Services

5.11.13 A Hot Weather Roster will be developed and implemented during the Hot Weather Period by the Group Leader. The roster will have a minimum of 6 workers who will remain on duty for emergency and essential services only. Employees on the roster are required to respond to any emergency and essential work in a safe manner in accordance with Council's WHS Policy.

5.11.14 The parties agree that on occasions Council will have the right to request selected employees to remain or recall selected

employees to deal with the maintenance of essential services and responding to emergencies during times of hot weather. Essential Services includes work activities such as litter bin collection, community events (Australia Day Celebrations/Proceedings), Quick Response Service (pick-up of dead animals) and making safe any situation reported to council (burst water main, trees coming down, bleeding bitumen etc).

5.11.15 Employees, who cease work due to hot weather and are then recalled within the ordinary span of hours prescribed, must adhere to policy and shall be paid standard pay rates until they exceed the standard day hours of work.

5.11.13 Contractors

Contractors are required to comply with this Policy/Hot Weather Clause/s.

5.12 Availability Allowance

15.12.1 This clause applies to any employee who is rostered to be available for recall to work outside of their normal working hours.

15.12.2 Employee inclusion on the after-hours callout roster is voluntary in the first instance (for nonessential services), but employees may be directed to be included on the roster if operational requirements are not being met, and employees, whilst members of this roster, will be paid in accordance with the terms and conditions contained in this Clause.

15.12.3 Inclusion in the after-hours callout roster will be open to all employees irrespective of their residential location and all staff nominating for inclusion will be treated equally.

15.12.4 For the purpose of this Clause, Availability Allowance will refer to a situation where an employee is rostered to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

15.12.5 Availability is taken to mean the ability to commence the journey to the site of a callout within a suitable timeframe of receipt of advice of the need to respond to an after-hours callout. The rostered employee would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

15.12.6 An employee instructed to carry out availability duty in accordance with this clause shall receive, in addition to the salary otherwise payable, a weekly allowance of \$210 (or a daily allowance of \$30 for periods of less than one week) for those weeks (or days) they are on availability duty.

15.12.7 Employees rostered on the callout roster will be provided with access to a vehicle equipped with appropriate emergency gear which will be garaged at the Works Depot. All use of the vehicle is to be in accordance with Council's Motor Vehicle Policy. A mobile phone for work use only will also be provided.

15.12.8 Where the employee is being paid availability allowance in accordance with the above clause, payment will be made, or equivalent hours allocated to the flexi bank, based on the appropriate LGE Award call out clause for each time they are recalled.

- 15.12.9 Calculation of call-out hours worked in relation to clause 1.7 shall commence from time of notification of the call-out.
- 15.12.10 If any other staff not being paid an availability allowance are called out in support, they will be paid as per the LGE Award call out clause.
- 15.12.11 In certain urgent situations, call-outs may be referred to a staff member who can attend the incident in the quickest time, irrespective of whether they are on the Availability Roster.
- 15.12.12 Responding to after hour's telephone enquiries which do not require attendance on-site will not qualify employees on standby to receive the minimum payment.
- 15.12.13 The employee rostered for availability when responding to the following events not requiring attendance on-site to a callout will be paid the appropriate penalty loading for the time actually taken in dealing with each particular matter.
 - (i) Work related phone calls or messages.
 - (ii) Monitoring and/or addressing work related issues by telephone and/or computer access.
- 15.12.14 When responding remotely, the employee rostered for availability will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

6 Hours of Work

Part Time Employees

An employee employed on less than a full time basis may be engaged as a part time employee. The spread of ordinary hours for such employees will be provided to them in writing before their commencement of employment.

6.1.2 The employer may declare a vacant position as a part-time position. At no time will the number of part-time positions exceed 20% of the number of full-time positions.

6.1.3 A part-time employee will be entitled to overtime or penalty payments at the prescribed rates in respect of work performed in excess of 38 hours in any one week. Any other time worked in excess of the employee's usual contracted hours of work will not attract overtime rates. In the event of the employee being required to work additional hours the employer will attempt to give reasonable notice of the requirement.

6.1.3 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the employer. This provision applies to meet the short-term requirements of either party.

6.1.4 Part-time employees will be offered additional hours whenever practicable to do so before any new casual or temporary employees are engaged, provided all things are equal.

7 Leave of Absence

7.1 Annual Leave Loading

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

7.2 Purchased Annual Leave

7.2.1 Employees may apply to purchase up to an additional four (4) weeks annual leave per year. The following provisions shall apply:

- In such circumstances the Employer will grant the nominated period of purchased leave without pay each year and spread the applicable annual salary across the applicable 52 week period.
- Purchased Annual Leave cannot be taken at half pay.
- Annual Leave Loading does not apply to Purchased Annual Leave.
- Purchased Annual Leave will be counted as continuous service for all purposes of the Award.
- Purchased annual leave will be reimbursed if it cannot be taken due to unforeseen circumstances and the agreement is mutually terminated.

7.3 Sick Leave

7.3.1 Personal leave may be used for the purposes of an employee's illness or personal injury, personal emergencies and family leave in accordance with this clause. This Clause shall be read in conjunction with Clauses 7.2 Sick Leave and 7.4 Parental Leave of the Award.

7.3.2 Employees may access paid personal leave for:

- any genuine purpose relating to his/her sickness
- any genuine purpose relating to illness of family or domestic caring responsibilities
- any genuine urgent situation where planning in advance to take another form of leave was not foreseeable.
- Additional bereavement leave
- for any other purpose (emergency or otherwise) agreed with the Council

7.3.3 Employees may take the number of days required (subject to accrued entitlements) to recover from illness or provide care and support to ill family members. Leave will be granted on the basis of trust and the employee's genuine assessment of the need to take leave, therefore a medical certificate or other evidence to prove illness is not required.

7.3.4 The Employer reserves the right to request an employee who is absent due to personal illness for three consecutive days or more to provide a medical certificate or other satisfactory evidence indicating the date on which an employee is fit to resume duty.

7.3.5 Personal leave cannot be used as a supplement to any other leave type for personal activities where an employee would normally use another form of leave (eg time off in lieu) or where the activity can be undertaken outside of normal working hours.

7.3.6 Employees must contact their supervisor as early as possible on the work day they are taking personal leave or as soon as practicable in the given circumstances.

7.3.7 In circumstances where it is found that an employee has broken trust , inappropriately used these provisions, or where Council has a valid reason, the employee may be required to provide a medical certificate or other satisfactory evidence for ongoing absences where:

- an employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (pursuant to 7.3.6 above) on more than two occasions; or
- where an employee has been counselled about their behaviour and continues to engage in inappropriate behaviour; or
- Council has a valid reason.

7.4 Long Service Leave

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

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

- 7.4.2.1 Where requested by the employee and with the approval of the Chief Executive Officer, long service leave may be taken at half pay (thereby doubling the length of absence from work) or double pay (thereby halving the length of absence from work).
- 7.4.2.2 Upon application, and following consideration of the needs of the organisation and with the approval of the Chief Executive Officer, staff may be granted pro-rata long service leave following 7 year's continuous service.
- 7.4.2.3 Where a written request is received from an employee, in lieu of taking of leave and with the approval of the Chief Executive Officer, payment may be made to the employee for the dollar value of part of the long service leave accrued. It is recommended that a minimum period of four (4) weeks long service leave should be retained.
- 7.4.2.4 Long Service Leave can be taken in minimum blocks of 1 week. This may be reduced at the discretion of the Chief Executive Officer in exceptional circumstances.
- 7.4.2.5 An employee must not engage in any alternative employment while on long service leave.
- 7.4.2.6 Where an employee's contracted weekly hours are reduced then long service leave accrued from their commencement date with the RCMB shall be calculated and preserved.
- 7.4.2.7 Long service leave accruals may be transferred to another local government authority in accordance with the Local Government (Financial Management) Regulations.

7.5 Training

7.5.1 The employer is committed to enhancing the skills of its workforce through the provision of appropriate training, both internal (on the job) and external (through attendance at training courses) and will support and encourage employee participation.

7.5.2 It is recognised that participation in training and development programs and activities should result in a multi-skilled work force which has the potential to improve productivity for the ultimate good of the community.

- 7.5.3 When an employee is requested to attend an agreed training program, the employee and the Chief Executive Officer (or nominee) will mutually agree on the terms of attendance. It is expected that the Agreement will cover such things as:-
- payment of course fees
 - time and travel to and from the place of attendance
 - appropriate transport to the venue.
- 7.5.4 As a general principle all training requested by the employer will be conducted in the employer's time. However, where it is not possible for training to be conducted within working hours, it may be done after hours and paid at ordinary rates of pay. However all training done outside of normal hours will be done through mutual agreement between the employer and the employees concerned.
- 7.5.5 As a means of providing greater flexibility in the provision of training and development opportunities, time spent at structured training programs may be conducted on a Saturday, subject to individual agreement but not exceeding 15 hours per annum. By mutual agreement between the individual and the employer such training will be paid at standard rates of pay, or alternatively may be taken as time in lieu at regular time.
- 7.5.6 The allocation of training funds will be in accordance with an agreed training plan based on a training needs analysis and skills audit which will take into account the skill enhancement requirements of individual employees and the organisational needs. The training plan will be developed in consultation with departmental managers. Appropriate Occupational Health, Safety and Welfare training will be incorporated into the training plan.

7.6 Parental Leave

Parental Leave is to be read in conjunction with the recent changes under Fair work and National Employment Standards 'Parental Leave.'

- 7.6.1 Employer paid parental leave payments
This clause is to be read in conjunction with clause 7.4 of the LGE Award. Full-time and part-time staff who have a minimum of 5 years continuous service with the Council will be entitled to 16 weeks of Paid Parental Leave (pro rata for part-time staff), and staff who have a minimum of 12 month's continuous service with the Council will be entitled to 12 weeks of Paid Parental Leave (pro rata for part-time staff) following the birth or adoption of a child. This leave shall be available only to the parent who is fulfilling the role of primary care giver of the child/children.
- 7.6.2 The rate of pay will be the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.
- 7.6.2.1 A pro rata payment will apply for permanent part-time staff based on average hours worked over the preceding 12 months.
- 7.6.2.2 Payment for parental leave will cease if the Employee resigns during the period of Paid Parental Leave.
- 7.6.2.3 The period of Paid Parental Leave provided by the Council will count as Service.
- 7.6.2.4 Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this clause beyond the expiry date of their fixed term contract.

- 7.6.2.5 Paid Parental Leave shall be used before any other leave entitlements.
- 7.6.2.6 Notice periods and certification requirements will be in accordance with the Award.
- 7.6.2.7 Following the paid period of Maternity, Adoption or Supporting Partner leave, an Employee may take Unpaid Parental Leave to enable them to continue to be the primary care-giver of the newborn or adopted child.
- 7.6.2.8 An eligible Employee may take a period of Unpaid Parental Leave of up to 12 months, less any period of Maternity, Adoption or Supporting Partner Leave taken.
- 7.6.2.9 There will be no requirement to take the full period of 52 weeks Unpaid Parental Leave. However, a medical certificate stating the employee is fit to undertake the full range of the Employee's substantive position will be required if returning to work less than six weeks after the birth.
- 7.6.2.10 Unpaid Parental Leave shall not break the continuity of service of an Employee and shall not be taken into account in calculating the period of service of any purpose defined in the Award, Agreement or Long Service Leave Act 1987.
- 7.6.2.11 Employees have the option to spread the payment for Maternity, Adoption or Supporting Partner leave over a period of up to 24 weeks at a rate of half normal salary. The first 12 weeks of leave counts as service for all purposes. Any leave in excess of 12 weeks does not count as service for any purpose.
- 7.6.2.12 Employees may also be eligible for entitlements paid under the Commonwealth Paid Parental Leave Scheme. Accessing any additional entitlements is the responsibility of the Employee.
- 7.6.2.13 Employer paid parental leave is to be superable.

7.6.2 Supporting Partner Leave

An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth provided that:

- 7.6.2.1 In the first instance, the employee will have a total of twelve (12) months continuous service at Employees may also be able to access some assistance from the time of taking the leave;
- 7.6.2.2 The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- 7.6.2.3 Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such parental leave; and
- 7.6.2.4 Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.
- 7.6.2.5 Employer paid supporting parental leave is to be superable.

A request for Paid Partner's Leave must be submitted to the Chief Executive Officer and accompanied by documentary evidence.

7.6.3 Adoption Leave

Following adoption approval, an Employee who is the primary carer of the child is entitled to Employer Paid Parental Leave where:

- 7.6.3.1 the adoptive child is under school age on the day of placement; and
- 7.6.3.2 the adoptive child did not previously live with the Employee for a period of six months or more before the day of placement; and
- 7.6.3.3 the adoptive child is not a child or step-child of the Employee or the Employee's partner, unless that child had not been in the custody and care of the Employee or the Employee's partner for a significant period of time.
- 7.6.3.4 Documentary evidence of approval for adoption must be submitted to the Chief Executive Officer when applying for Adoption Leave.
- 7.6.3.5 Adoption Leave is available from one month prior to the date of placement of a child and must be taken as a single, unbroken period.
- 7.6.3.4 Employer paid supporting parental leave is to be superable.

7.6.4 On return to work – Breastfeeding/Expressing

The Rural City of Murray Bridge is committed to supporting an appropriate work/life balance for employees and will implement flexible work arrangements to support women who wish to breastfeed at work. 'Breastfeeding' includes expressing milk.

- 7.6.4.1 The Rural City of Murray Bridge recognises its responsibility to support breastfeeding at work arising from the National Employment Standards established by the Fair Work Act 2009 and under the Sex and Age Discrimination Legislation Amendment Act 2010.
- 7.6.4.2 The Rural City of Murray Bridge will provide access to up to 60 minutes paid time per working day to facilitate on or off-site breastfeeding for full time staff and pro rata for part time staff for a period of 12 months.
- 7.6.4.3 The Rural City of Murray Bridge will provide a comfortable and appropriately equipped private space in which to breastfeed and access to appropriate hygienic support facilities (including for breast milk and equipment storage).
- 7.6.4.4 Specific locations include:
 - (i) Swanport room at the LGC – it can be booked through the booking system as required, just like a meeting. There are adequate kitchen facilities on site for storing and washing up equipment.
 - (ii) A change room at the Gallery. There is an adequate kitchen for storing and washing equipment.
 - (iii) The training room at the Town Hall – this room has a lock and is able to be booked also. There are adequate kitchen facilities for storing and washing equipment.
 - (iv) The library already has a specific space for feeding and attending to all baby's needs.
 - (v) The Training Room at Lerwin. There is an adequate kitchen for storing and washing equipment.

- (vi) And any other such rooms as may be identified from time to time.

Refer to RCMB Breastfeeding Policy ID729182 in conjunction with this clause.

7.7 Family Violence Leave

7.7.1 General Principle

This employer recognizes 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 in accordance to the SA Government legislation (as amended from time to time) and the federal Fair Work Act.

7.8 Transition to Retirement

7.8.1 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.

7.8.2 Employees who are within three years of their nominated retirement date may, by written agreement, participate in a transition to retirement program offered by Council. Participation is voluntary and must be requested by the employee. Transition to retirement will be at the discretion of the relevant General Manager.

7.8.3 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 and may access unpaid leave (provided that where other leave balances are available they are used in the first instance) to make up their substantive fortnightly pay under the following conditions:

7.8.3.1 the employee has completed at least five (5) years continuous service with Council;

7.8.3.2 the employee has reserved a minimum of fifteen (15) days to take annual leave each year;

7.8.3.3 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;

7.8.3.4 the employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight;

7.8.3.5 the employee does not enter into any other paid employment for another employer during the hours for which they are being paid from their accrued leave entitlement;

7.8.3.6 the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

7.8.3.7 the employee is aware that when opting for part time hours, long service leave will accrue and be paid based on the ordinary hours worked.

7.8.3.8 the employees' previously accrued long service leave prior to the commencement of a transition to retirement program will be

- calculated and preserved, noting that the transition period is a maximum of three years (as per clause 7.5.2).
- 7.8.3.9 employees participating in a transition to retirement program are able to access long service leave pro rata after 7 years.

8 Other

8.1 Contestability

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

8.2 Employee Protection

- 8.2.1 The Council is committed for the life of this Agreement to no forced redundancy, provided that Management retains sole discretion in deployment and redeployment of employees at the same level.
- 8.2.2 In the event of redundancies being required they shall be through a VSP as follows:-
 - 8.2.2.1 8 weeks' notice of termination or payment of total weekly wage in lieu thereof.
 - 8.2.2.2 Three (3) weeks' severance payment for every year of service with the Council to a maximum payment of 104 weeks (the 104 weeks maximum includes the period of notice referred to in clause 20.2(a)).
 - 8.2.2.3 An amount of up to 10% of the employee's annual wage may be reimbursed to the employee by Council to assist the employee who is genuinely seeking other employment.
 - 8.2.2.4 All of the VSP components, together with any other accrued entitlements, will be made by the one overall payment upon the employee leaving the employ of the Council and be taxed

in accordance with the Australian Taxation Office requirements.

8.3 Disciplinary Process

- 8.3.1 In the event of employee misdemeanours and/or misconduct, the formal disciplinary process covered within Council's Human Resources Policies and Procedures (refer Schedule 2 – Disciplinary Policy & Guidelines) shall be followed.

Part 9 Signatories

SIGNED ON BEHALF OF THE EMPLOYER


.....
Signature

11.05.2023
.....
Date

MICHAEL FRANCIS SEDGMAN
.....
Name in Full

CHIEF EXECUTIVE OFFICER
.....
Position

2 SEVENTH ST MURRAY BRIDGE SA 5253
.....
Address


.....
Witness

Ashleigh Atze
.....
Witness Name in Full

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



.....
Signature

12th MAY 2023
.....
Date

PETER LAMPS
.....
Name in Full

STATE UNION SECRETARY
.....
Position

22-24 MAIN ST MAWSON LAKES 5095
.....
Address


.....
Witness

SIMON RUSSELL
.....

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

ME Grading	First Full Pay Period on or from 1/4/2023 4.7%			First Full Pay Period from 1/7/2023 4.5% or CPI >			First Full Pay Period from 1/7/2024 3.5% or CPI > %		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
ME Grade 1 Year 1	\$28.93	\$1,099.26	\$57,161.30	\$30.23	\$1,148.72	\$59,733.56	\$31.29	\$1,188.93	\$61,824.23
ME Grade 1 Year 2	\$29.33	\$1,114.71	\$57,964.89	\$30.65	\$1,164.87	\$60,573.31	\$31.73	\$1,205.64	\$62,693.38
ME Grade 1 Year 3+	\$29.73	\$1,129.90	\$58,754.88	\$31.07	\$1,180.75	\$61,398.85	\$32.16	\$1,222.07	\$63,547.81
ME Grade 2 Year 1	\$30.18	\$1,146.80	\$59,633.60	\$31.54	\$1,198.41	\$62,317.12	\$32.64	\$1,240.35	\$64,498.21
ME Grade 2 Year 2	\$30.58	\$1,162.20	\$60,434.47	\$31.96	\$1,214.50	\$63,154.03	\$33.08	\$1,257.01	\$65,364.42
ME Grade 2 Year 3+	\$30.98	\$1,177.39	\$61,224.46	\$32.38	\$1,230.38	\$63,979.56	\$33.51	\$1,273.44	\$66,218.84
ME Grade 3 Year 1	\$31.82	\$1,209.30	\$62,883.36	\$33.26	\$1,263.71	\$65,713.12	\$34.42	\$1,307.94	\$68,013.07
ME Grade 3 Year 2	\$32.24	\$1,224.94	\$63,696.76	\$33.69	\$1,280.06	\$66,563.11	\$34.86	\$1,324.86	\$68,892.82
ME Grade 3 Year 3+	\$32.64	\$1,240.24	\$64,492.73	\$34.11	\$1,296.06	\$67,394.90	\$35.30	\$1,341.42	\$69,753.72
ME Grade 4 Year 1	\$33.42	\$1,270.01	\$66,040.57	\$34.93	\$1,327.16	\$69,012.40	\$36.15	\$1,373.61	\$71,427.83
ME Grade 4 Year 2	\$33.83	\$1,285.62	\$66,852.33	\$35.35	\$1,343.47	\$69,860.69	\$36.59	\$1,390.50	\$72,305.81
ME Grade 4 Year 3+	\$34.23	\$1,300.89	\$67,646.13	\$35.77	\$1,359.43	\$70,690.20	\$37.03	\$1,407.01	\$73,164.36
ME Grade 5 Year 1	\$34.51	\$1,311.54	\$68,199.82	\$36.07	\$1,370.55	\$71,268.81	\$37.33	\$1,418.52	\$73,763.22
ME Grade 5 Year 2	\$34.93	\$1,327.18	\$69,013.21	\$36.50	\$1,386.90	\$72,118.81	\$37.77	\$1,435.44	\$74,642.97
ME Grade 5 Year 3+	\$35.33	\$1,342.46	\$69,808.10	\$36.92	\$1,402.87	\$72,949.46	\$38.21	\$1,451.97	\$75,502.69
ME Grade 6 Year 1	\$35.45	\$1,347.14	\$70,051.46	\$37.05	\$1,407.76	\$73,203.78	\$38.34	\$1,457.04	\$75,765.91
ME Grade 6 Year 2	\$35.86	\$1,362.68	\$70,859.41	\$37.47	\$1,424.00	\$74,048.08	\$38.79	\$1,473.84	\$76,639.77
ME Grade 6 Year 3+	\$36.26	\$1,378.00	\$71,655.93	\$37.89	\$1,440.01	\$74,880.44	\$39.22	\$1,490.41	\$77,501.26
ME Grade 7 Year 1	\$36.38	\$1,382.63	\$71,896.57	\$38.02	\$1,444.84	\$75,131.91	\$39.35	\$1,495.41	\$77,761.53
ME Grade 7 Year 2	\$36.80	\$1,398.25	\$72,708.87	\$38.45	\$1,461.17	\$75,980.77	\$39.80	\$1,512.31	\$78,640.10
ME Grade 7 Year 3+	\$37.20	\$1,413.54	\$73,504.30	\$38.87	\$1,477.15	\$76,811.99	\$40.23	\$1,528.85	\$79,500.41
ME Grade 8 Year 1	\$37.24	\$1,415.30	\$73,595.77	\$38.92	\$1,478.99	\$76,907.58	\$40.28	\$1,530.76	\$79,599.34
ME Grade 8 Year 2	\$37.65	\$1,430.83	\$74,403.17	\$39.35	\$1,495.22	\$77,751.31	\$40.73	\$1,547.55	\$80,472.61
ME Grade 8 Year 3+	\$38.06	\$1,446.18	\$75,201.32	\$39.77	\$1,511.26	\$78,585.38	\$41.16	\$1,564.15	\$81,335.87
ME Grade 9 Year 1	\$38.48	\$1,462.09	\$76,028.87	\$40.21	\$1,527.89	\$79,450.17	\$41.61	\$1,581.36	\$82,230.92
ME Grade 9 Year 2	\$38.90	\$1,478.14	\$76,863.49	\$40.65	\$1,544.66	\$80,322.35	\$42.07	\$1,598.72	\$83,133.63
ME Grade 9 Year 3+	\$39.33	\$1,494.44	\$77,710.64	\$41.10	\$1,561.69	\$81,207.62	\$42.54	\$1,616.34	\$84,049.89
ME Grade 10 Year 1	\$39.76	\$1,510.87	\$78,565.41	\$41.55	\$1,578.86	\$82,100.86	\$43.00	\$1,634.12	\$84,974.39
ME Grade 10 Year 2	\$40.20	\$1,527.48	\$79,428.90	\$42.01	\$1,596.22	\$83,003.20	\$43.48	\$1,652.08	\$85,908.31
ME Grade 10 Year 3+	\$40.64	\$1,544.28	\$80,302.72	\$42.47	\$1,613.78	\$83,916.35	\$43.95	\$1,670.26	\$86,853.42
ME Grade 11 Year 1	\$41.09	\$1,561.29	\$81,186.89	\$42.94	\$1,631.54	\$84,840.30	\$44.44	\$1,688.65	\$87,809.71
ME Grade 11 Year 2	\$41.54	\$1,578.45	\$82,079.23	\$43.41	\$1,649.48	\$85,772.80	\$44.93	\$1,707.21	\$88,774.84
ME Grade 11 Year 3+	\$42.00	\$1,595.83	\$82,983.00	\$43.89	\$1,667.64	\$86,717.24	\$45.42	\$1,726.01	\$89,752.34
ME Grade 12 Year 1	\$42.46	\$1,613.40	\$83,896.57	\$44.37	\$1,686.00	\$87,671.92	\$45.92	\$1,745.01	\$90,740.43
ME Grade 12 Year 2+	\$42.92	\$1,631.11	\$84,817.76	\$44.86	\$1,704.51	\$88,634.56	\$46.43	\$1,764.17	\$91,736.77
ME Grade 13 Year 1	\$43.40	\$1,649.08	\$85,752.02	\$45.35	\$1,723.29	\$89,610.86	\$46.94	\$1,783.60	\$92,747.24
ME Grade 13 Year 2	\$43.87	\$1,667.19	\$86,693.90	\$45.85	\$1,742.21	\$90,595.13	\$47.45	\$1,803.19	\$93,765.96
ME Grade 13 Year 3+	\$44.36	\$1,685.58	\$87,649.94	\$46.35	\$1,761.43	\$91,594.19	\$47.98	\$1,823.08	\$94,799.98
ME Grade 14 Year 1	\$44.84	\$1,704.09	\$88,612.51	\$46.86	\$1,780.77	\$92,600.07	\$48.50	\$1,843.10	\$95,841.08
ME Grade 14 Year 2	\$45.34	\$1,722.80	\$89,585.42	\$47.38	\$1,800.32	\$93,616.77	\$49.04	\$1,863.33	\$96,893.36
ME Grade 14 Year 3+	\$45.84	\$1,741.77	\$90,571.95	\$47.90	\$1,820.15	\$94,647.69	\$49.58	\$1,883.85	\$97,960.36

Attachment 2 Discipline Policy, Guidelines and Procedures

HR Policy – Employee Conduct, Behaviour & Performance – ID1056557

HR Framework - Employee Conduct, Behaviour & Performance – ID1056574

HR Policy - Employee Behaviour – Including Fair Treatment & Grievance Resolution – ID1056564

HR Guideline Employee Discipline – ID1056570

Documents below to be replaced with the approved versions as referenced ID nos above.

HR POLICY – EMPLOYEE CONDUCT , BEHAVIOUR & PERFORMANCE

HUMAN RESOURCES POLICY

Reference Number	1016525
Responsible Business Unit	Organisational Development
Responsible Officer	General Manager Corporate Services
Legislation	Local Government Act 1999 ICAC Act 2012 WHS Act 2012
Relevant Delegations	Chief Executive Officer General Manager Assets & Infrastructure General Manager Corporate Services General Manager Community Development Manager Organisational Development
Related Policies Management Guidelines Frameworks	Rural City of Murray Bridge Code of Conduct for Council Employees HR – Delegations HR Guideline – Employee Behaviour HR Guideline – Employee Performance HR Guideline – Employee Discipline HR Framework – Employee Conduct, Behaviour & Performance HR Toolkit – Employee Conduct, Behaviour and Performance HR Policy – Development of a Constructive Workplace Culture HR Guideline - Redeployment and Retraining HR Policy – Termination of Employment HR Guideline – Termination of Employment
Link to Strategic Plan	Objective 5.1 - Ensuring Delivery
Date Adopted	
Review Date	Every four (4) years
Previous Revisions	NIL

PURPOSE

The Employee Conduct, Behaviour and Performance Policy clarifies the standards expected of Council employees in the carrying out of their duties and their functions as public officials.

The purpose of this Policy is to ensure a high level of integrity in the conduct of business, of Council and to contribute to good organisational culture.

OBJECTIVES

The Policy identifies principles that are fundamental to integrity in public administration and the good functioning of local government. Appropriate conduct and behaviours are derived from these principles:

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- Integrity, impartiality and good decision making
- Promotion of the aims and objectives of local government
- Accountability and transparency
- Commitment to the system of local government

The alignment of these principles contributes to good organisational culture.

SCOPE

This policy applies to all employees of the Rural City of Murray Bridge.

POLICY STATEMENT

All employees of the Rural City of Murray Bridge are expected to:

- comply with all relevant procedures and delegations of authority for the procurement of good and services by:
 - ensuring confidential information which is marked, or reasonably known to be confidential, is kept in the strictest of confidence
 - not disclosing confidential or sensitive information to gain a direct or indirect advantage for any other person, or cause detriment to Council
- adhere to standards of professionalism and customer service that provide excellent community and customer outcomes by:
 - engaging responsively with the community
 - communicating decisions and policy information with the community that is accurate and timely
- remain accountable and responsible for the use and collection of public funds
- use their best endeavors to provide accurate information at all times
- base decisions or actions on information that is factually correct, and after obtaining and considering all relevant information
- comply with all lawful and reasonable directions
- only make public comment when specifically authorised to do so, and restrict such comment to factual information and professional advice
- take responsibility for the health and safety of themselves and others when carrying out their duties and activities, which includes general wellbeing and physical injury
- maintain adequate documentation to support important decisions and actions
- use Council resources responsibly and for legitimate and authorised purposes only, and in a manner that does not cause harm to the community or environment.

ACCOUNTABILITY AND TRANSPARENCY

The principle supporting accountability and transparency contributes to community trust and confidence and ensures a high level of integrity in the conduct of business of or for Council.

Council employees will:

1. Deal with information (other than that lawfully in the public domain) received in employment in a responsible manner (including after employment with Council) by:
 - using it for the purpose for which it was collected
 - storing and allowing access to it in accordance with the law
 - not using information improperly for gain, or to the detriment of Council.
2. Act with reasonable care and diligence in the performance of duty by:
 - complying with contractual obligations, instructions, policies and procedures of Council and the expectations of the position reasonably made known to Council employees

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HR GUIDELINE – EMPLOYEE DISCIPLINE



- respecting, complying with and carrying out the statutory requirements, lawful policies, resolutions and decisions of Council.
3. Ensure proper and responsible use of resources of Council including:
- public property and facilities
 - intellectual property, corporate knowledge, confidential and sensitive information.

RESPONSIBILITY

Responsibility of:	Responsible for:
CEO	Ensuring the policy is in place and up to date.
Manager Organisational Development	Operational responsibility of the policy and ensuring training and awareness.
All Staff	Familiarising themselves with the policy and abiding by it.

HR FRAMEWORK – EMPLOYEE CONDUCT , BEHAVIOUR & PERFORMANCE

HUMAN RESOURCES FRAMEWORK

Reference Number	1016510
Responsible Business Unit	Organisational Development
Responsible Officer	General Manager Corporate Services
Legislation	Local Government Act 1999
Relevant Delegations	
Related Policies Management Guidelines Frameworks	Rural City of Murray Bridge Code of Conduct for Council Employees HR Policy – Employee Conduct, Behaviour and Performance HR Guideline – Employee Behaviour HR Guideline – Employee Performance HR Guideline – Employee Discipline HR Toolkit – Employee Conduct, Behaviour and Performance
Link to Strategic Plan	Objective 5.1 - Ensuring Delivery
Date Adopted	
Review Date	2024
Previous Revisions	Nil

PURPOSE

This document sets out the components of the Rural City of Murray Bridge's (RCMB) framework to ensure a consistent and constructive approach to employee conduct, behaviour and performance.

This Framework is supported by the specific documents relating to each component.

OBJECTIVES

Council's objectives in preparing this Framework are to ensure that there is a consistent and constructive approach to:

- Ensuring staff are aware of conduct, behaviour and performance expectations within RCMB
- Supporting staff to ensure they are able to meet these expectations
- Investigating alleged breaches of these expectations
- Taking action where breaches are found to have occurred.

SCOPE

This Framework applies to all RCMB workers although some components relate only to employees with separate documentation relating to volunteers.

FRAMEWORK

PERFORMANCE MANAGEMENT FRAMEWORK

HR Policy - Employee Conduct, Behaviour and Performance

- Code of Conduct (Legislated)
- Employee Behaviour Guideline
- Employee Performance Guideline
 - Performance Development and Improvement Planning
- Employee Discipline Guideline
 - Allegations and Investigations
 - Discipline and Dismissal
- Toolkit
 - Performance Development Plan template
 - Performance Improvement Plan template
 - Contact Officers
 - Employee Assistance Program

RELATED DOCUMENTS

- Drug and Alcohol Policy
- Fraud and Corruption Policy
- ICAC Directions & Guidelines for Public Officers
- Police check and Screening Policy
- Public Interest Disclosure Guideline
- WHS Policy

HR GUIDELINE – EMPLOYEE CONDUCT , Including Fair Treatment & Grievance Resolution

HUMAN RESOURCES GUIDELINE

Reference Number	1016515
Responsible Business Unit	Organisational Development
Responsible Officer	General Manager Corporate Services
Legislation	Local Government Act 1999
Relevant Delegations	HR Delegations 11 - 13
Related Policies Management Guidelines Frameworks	<p><i>This Guideline replaces the HR Policy: Fair Treatment in the Workplace and HR Policy Grievance Resolution.</i></p> <p>Rural City of Murray Bridge Code of Conduct for Employees</p> <p>Work Health and Safety Act 2012</p> <p>Fair Work Act 1994</p> <p>HR Policy – Employee Conduct, Behaviour & Performance</p> <p>HR Guideline – Employee Performance</p> <p>HR Guideline – Employee Discipline</p> <p>HR Framework – Employee Conduct, Behaviour & Performance</p> <p>HR Toolkit – Employee Conduct, Behaviour and Performance</p>
Link to Strategic Plan	Objective 5.1 - Ensuring Delivery
Date Adopted	
Review Date	
Previous Revisions	June 2011 – previously named Fair Treatment in the Workplace & Grievance Resolution.

PURPOSE

The Employee Behaviour Guideline clarifies the standards of behaviour expected of Council employees in the performance of their duties and in carrying out their functions as public officials. The purpose of this Guideline is to ensure a high level of integrity in the conduct of business of Council and to contribute to good organisational culture.

It is the personal responsibility of Council employees to ensure that they are familiar with, and comply with, the standards in this Guideline at all times.

This Guideline operates in addition to the provisions contained in the *Code of Conduct for Council Employees* (prescribed for the purpose of section 110 of the Local Government Act 1999 (**Act**)), which commenced on 2 April 2018 and may be enforced in accordance with its terms and together with any relevant Council policy and guideline concerning behaviour discipline, performance management or termination of employment having regard to the particular circumstances of any alleged breach.

OBJECTIVES

The Rural City of Murray Bridge (Council) values and celebrates the diversity of its employees and volunteers and promotes the recognition, acceptance and right of all people to be treated with fairness, equity and natural justice. Council does not condone or tolerate unfair treatment of its employees and volunteers.

In accordance with fair treatment principles and legislative requirements, this guideline: informs employees and volunteers of their rights and obligations; sets standards of behaviour in accordance with legal requirements; and addresses the consequences of breaches of this guideline within the scope of the Code of Conduct for Employees, Code of Conduct for Volunteers and Code of Conduct for Elected Members.

SCOPE

All employees and volunteers have a right to work in a safe work environment. At all times while engaged in Council activities or interactions with others (including external parties) employees and volunteers are entitled to be treated with courtesy, fairness and equity.

Council expects all employees and volunteers to abide by the relevant legislation and the applicable Code of Conduct and to adhere to high standards of behaviour that reflect well on Council.

Where a complaint is made regarding employee behaviour, prompt action will be taken to investigate the matter in accordance with the procedure outlined in the Code of Conduct, ensuring procedural fairness is provided to both the complainant and the respondent.

Council will facilitate the appointment and training of an adequate number of staff located across the organisation to undertake the role of 'Contact Person' to assist a complainant to resolve an unfair treatment complaint.

Where a complaint is substantiated, appropriate disciplinary action will be taken in accordance with the procedure outlined in the Code of Conduct for Employees AND the HR Guideline – Employee Discipline or in the case of volunteers, the Code of Conduct for Volunteers.

IMPLEMENTATION

1. Establishing a Fair Treatment Culture

Employees and volunteers are responsible for ensuring a safe working environment for themselves and others. In particular, it is expected that they contribute to a fair treatment culture within Council by:

- openly supporting and promoting this policy
- treating others with courtesy, dignity and respect
- participating in training related to fair treatment in the workplace
- reporting observed behaviour that is unacceptable
- supporting employees and volunteers who believe they have been unfairly treated and encouraging them to take action.

2. Specific unacceptable behaviours

Employees and volunteers of Council are prohibited from engaging in specific behaviours while engaged in Council business and activities.

These behaviours are:

- bullying
- harassment
- sexual harassment

- racial vilification
- victimisation
- discrimination on the grounds of religion, age, gender, marital status, pregnancy, sexuality, race, family responsibilities, disability/medical condition, political opinion, criminal record (when irrelevant to their employment) or trade union activity.

More broadly, all employees and volunteers are expected to ensure that bias or prejudice on any of the above grounds does not influence or override their objectivity when engaged in Council business and related activities.

3. Defining Workplace Bullying

A Code of Practice 'Preventing and Responding to Workplace Bullying' has been developed by Safe Work Australia pursuant to the Work Health and Safety Act 2012. The information provided below is drawn from that publication.

The Code of Practice defines workplace bullying as **'repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety'**. It further defines the following:

- **'Repeated behaviour'** refers to the persistent nature of the behaviour and can involve a range of behaviours over time.
- **'Unreasonable behaviour'** means behaviour that a reasonable person, having regard for the circumstances, would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

Bullying can occur face-to-face, by telephone or mobile phone, email, instant text messaging and all forms of social media. Bullying can involve many different forms of unreasonable behaviour, which can be obvious (direct) or subtle (indirect).

Examples of bullying include but are not limited to:

- abusive, insulting or offensive language or comments
- spreading misinformation or malicious rumours
- unjustified criticism or complaints
- excessive scrutiny of work outputs
- continuously and deliberately excluding someone from workplace activities
- withholding information that is vital for effective work performance
- setting unreasonable timelines or constantly changing deadlines
- setting tasks that are unreasonably below or beyond a person's skill level
- denying access to information, supervision, consultation or resources that is detrimental to the performance of an employee
- changing work arrangements, such as rosters and leave to deliberately inconvenience an employee or volunteer.

While a single incident of unreasonable behaviour may not meet the definition of workplace bullying it may have the potential to escalate into a pattern of inappropriate behaviour and should not be ignored.

4. Behaviours that are not workplace bullying

There are times where reasonable management action is required to effectively direct and control the way work is carried out. It is reasonable for Managers and Team Leaders to allocate work and to give fair and reasonable feedback on a worker's performance.

The actions are usually not considered to be bullying if they are carried out in a reasonable manner, taking the particular circumstances into account. Examples of reasonable management action include:

- setting reasonable performance goals, standards and deadlines

- ## 5. Other forms of inappropriate workplace behaviour

- 5.1 **'Discrimination'** generally occurs when someone is treated less favourably than others because they have a particular characteristic or belong to a particular group of people, such as age, race or gender.
- 5.2 **'Workplace harassment'** generally occurs when a person makes a sequence of unwelcome, offensive comments or actions relating to any grounds of discrimination that degrades, threatens, taunts, insults, abuses or offends a person.
- 5.3 **'Sexual Harassment'** generally occurs when a person makes a single or sequence of unwelcome sexual advances or requests for sexual favours and/or engages in any other unwelcome conduct of a sexual nature.
- 5.4 **'Victimisation'** may occur when a person is treated unfairly because they have acted on their rights under this Policy or because they have supported someone else who acted on their rights.

6. Malicious complaints

RESOLUTION PROCEDURE

- Option 1 - Self Help
- Option 2 - Informal
- Option 3 - Formal
- Option 4 – External

- telling the person that their behaviour is not welcome and asking them to stop

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- writing to the person outlining the inappropriate behaviour and advising that a complaint may be made if the behaviour does not stop.

The advantages of Self-Help are:

- it allows the person with the complaint to know they can deal with a situation themselves and can be seen as a positive outcome
- it keeps the matter at a private level
- it gives the person who has been complained against the opportunity to correct their behaviour, prior to any formal process being initiated
- it results in minimal disruption to the workplace and to the parties involved.

Self-Help is not an option when:-

- an employee or volunteer is intimidated by the person and cannot tackle the problem themselves
- the allegation is about a person of authority and the complainant is uncomfortable in approaching the person
- the seriousness nature of the behaviour may warrant the actioning of other options due to Council's duty of care to provide a safe workplace
- the seriousness of the behaviour may constitute a criminal offence.

Option 2: Informal Intervention

If an employee or volunteer does not wish to pursue a self-help option or to lodge a formal complaint, they may seek the assistance of another person to intervene on their behalf.

The informal intervention process is for the person (the intervener) to informally raise awareness that the respondent's behaviour or actions have been interpreted as inappropriate and a cause for concern. The objective for this process is for the intervener to achieve an appropriate outcome through acknowledgement, where relevant, discussion and closure of the matter, which may or may not involve any further action of the intervener.

The advantages of an Informal process are:

- the issue is resolved without initiating a formal complaint process
- the resolution assists to maintain the working relationship between the parties involved;
- the resolution is an educative process
- the number of people involved in the process is limited
- the issue is confined to the person's immediate workplace in most cases.

Informal Intervention is not an option when:

- the allegations are of a serious nature, and/or
- the allegations, if proven, may constitute a criminal offence.

Option 3: Formal Intervention

The Formal Complaint process is initiated when:

- self-help and informal options have not been successful
- the seriousness of the allegations warrants a formal process
- evidence of victimisation has been identified as arising out of initiating action under this policy
- the allegations have been refuted by the respondent.

If this option is chosen, the complaint must be in writing and forwarded as appropriate, ie

- complaints related to employees and volunteers should be referred to the Manager Organisational Development
- complaints related to the Manager Organisational Development should be referred to the Chief Executive Officer
- complaints related to the Chief Executive Officer should be referred to the Mayor.

Option 4: External Complaint Resolution

While Council encourages employees and volunteers to attempt to resolve complaints of unfair treatment internally in the first instance, a complaint may be made directly to the South Australian Equal Opportunity Commission, the Commonwealth Human Rights and Equal Opportunity Commission or the Office of the Ombudsman in accordance with their own procedures.

SUPPORT AND ADVICE

Council acknowledges that an experience of being unfairly treated can have an impact on both the complainant and the respondent involved in a matter of this nature. The assistance of a Contact Person and access to an Employee Assistance Program (EAP) is available to both the complainant and respondent.

Appointment of Contact Persons

Contact Persons will be appointed and located across the organisation to provide information on processes that deal with unfair treatment. A Contact Person will undertake the following initial steps:

- meet with the complainant in a private environment
- notify the complainant about the options available for dealing with a complaint
- explain the procedure dependent on which option selected
- advise about the importance of confidentiality
- ascertain what action the complainant has taken up so far
- come to agreement with the complainant about the next course of action
- record agreed steps
- encourage complainant to keep notes
- report the incident (anonymously) to Manager Organisational Development for statistical purposes.

Employee Assistance Program

Further to the support that is available through a Contact Person, access is available to both the complainant and respondent to participate in confidential counselling at no cost to the employee through Council's EAP.

Details of Contact Persons and the EAP provider are available on notice boards located in each work location.

INVESTIGATIONS

An investigation into an unfair treatment complaint will be conducted by a person nominated by the Chief Executive Officer. In most cases this will be the Manager Organisational Development, however where appropriate, an external investigator may be appointed.

Reports of alleged workplace bullying or unfair treatment (ie discrimination, harassment, sexual harassment or victimisation) will be investigated in accordance with the Investigation Procedure.

DEFINITIONS RELATING TO INVESTIGATIONS

Complainant means the person making an allegation (complaint) about unfair treatment by another employee or volunteer of Council.

Procedural Fairness (often referred to as natural justice) means the following:

- the right to a fair hearing
- the right to attend hearings with a support person, if required
- the opportunity for all parties involved to openly present their case
- the subject of the complaint having full knowledge of the nature and substance of all allegations
- the right to an independent, unbiased decision-maker
- a decision that is based solely on the relevant evidence.

Respondent or 'alleged offender' means a person who is alleged to have unfairly treated an employee, volunteer or any other person engaged by Council.

RESPONSIBILITIES

Employees

- take responsibility for ensuring a safe work place for themselves and others
- treat others in accordance with this policy and the Code of Conduct for Employees
- maintain confidentiality when providing information in an investigation.

Volunteers

- take responsibility for ensuring a safe work place for themselves and others
- treat others in accordance with this policy and the Code of Conduct for Volunteers
- maintain confidentiality when providing information in an investigation.

Contact Persons

- provide employees with information about their options for resolving a complaint
- provide support to the complainant including attendance at meetings if requested by the complainant
- maintain confidentiality when providing information in an investigation.

Managers/ Team Leaders

- take all necessary steps to ensure that complaints are dealt with fairly and promptly using the agreed procedures
- ensure that all employees receive the training required to understand what unfair treatment is and to meet their obligations under the relevant Code of Conduct and legislation
- maintain confidentiality when providing information in an investigation
- model appropriate behaviour.

Manager Organisational Development

- conduct or coordinate investigations into complaints of unfair treatment
- ensure investigations are conducted with procedural fairness
- ensure documentation is adequate and details recorded appropriately
- provide a report to the Chief Executive Officer as to whether a matter can be substantiated
- recommend appropriate action
- maintain confidentiality when providing information in an investigation
- model appropriate behaviour.

Chief Executive Officer

- review a report incorporating the documented process and recommendation of the investigator (Manager Organisational Development or external investigator)
- coordinate an investigation and resolve an allegation where a complaint is lodged against the Manager Organisational Development
- determine and implement appropriate action
- maintain confidentiality when providing information in an investigation
- model appropriate behaviour.

Mayor of Council

- receive a complaint involving the Chief Executive Officer
- appoint an external investigator to investigate the complaint
- review the investigator's report and recommendation
- seek legal advice on, and implement, appropriate action
- maintain confidentiality when providing information in an investigation
- model appropriate behaviour.

HUMAN RESOURCES GUIDELINE	
Reference Number	1056570
Responsible Business Unit	Organisational Development
Responsible Officer	General Manager Corporate Services
Legislation	Local Government Act 1999
Relevant Delegations	HR Delegations 11 13
Related Policies Management Guidelines Frameworks	Rural City of Murray Bridge Code of Conduct for Council Employees Work Health and Safety Act 2012 Fair Work Act 1994 HR Policy – Employee Conduct, Behaviour & Performance HR Guideline – Employee Behaviour HR Guideline – Employee Performance HR Framework – Employee Conduct, Behaviour & Performance HR Toolkit – Employee Conduct, Behaviour and Performance
Link to Strategic Plan	Objective 5.1 - Ensuring Delivery
Date Adopted by ELT	12 January 2021
Review Date	Every 4 years
Previous Revisions	24 March 2020

PURPOSE

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

- The Council will provide staff with clear expectations on the standards of behaviour expected of them in the workplace and as set down in Council's "Employee Code of Conduct" and associated policies and guidelines.
- The information will be provided to employees upon commencement with the Council as part of their organisational and unit induction. These standards and requirements will be further reinforced as part of the Probationary and Annual Performance Review Process.
- The decision to initiate disciplinary action will only be made subject to:
 - an investigation being completed to determine the facts;
 - the presenting of these facts to the employee concerned;
 - exploring other potential avenues for dealing with the matter and fully exhausting these;
 - consultation occurring between the immediate Supervisor/Team Leader, Unit Manager, Manager Organisational Development and the Chief Executive Officer.

Once a decision has been made to initiate the discipline process it will commence as soon as practicable in accordance with this guideline.

OBJECTIVES

- The purpose of this guideline is to provide a basis for resolving issues associated with inappropriate employee conduct and/or behaviour which breaches Council policies and guidelines, legislative provisions, and/or the

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“Employee Code of Conduct” as applicable within the workplace.

- The guideline also provides employees with the opportunity to modify their conduct and/or behaviour to align with expected standards.
- The guideline applies to all Council employees. It ensures all employees understand their rights and responsibilities with respect to workplace conduct and behaviour and the standards which are expected of them.
- The guideline is designed to support the development of mutual trust and respect between managers / supervisors / team leaders and employees whilst enabling managers / supervisors / team leaders to take constructive and required action as necessary.
- Council expects managers and supervisors to exercise discretion and sound judgement when dealing with minor issues, treating employees with dignity and respect and as responsible individuals.

Where management considers a serious breach has occurred investigative action will be initiated immediately in accordance with this guideline so as to minimise any unnecessary impact to the operation of the Council as well as protecting the rights of the individual concerned.

In addition, this guideline is aimed at ensuring such issues are dealt with in a fair, consistent and confidential manner within agreed timeframes to achieve the best possible outcome for the employee and the Council, both in a current and future context.

IMPLEMENTATION

Minor and Serious Misdemeanours

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

Minor Misdemeanour

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

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

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

Serious Misdemeanour

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

An act of “serious and wilful misconduct” can result in the summary (instant) dismissal of an employee. The serious misdemeanour referred to in this paragraph is not an act of serious and wilful misconduct. Serious and wilful misconduct resulting in instant dismissal is outlined at point 4 below. Summary dismissal is not an appropriate response to poor performance. Poor performance should be dealt with by an appropriate Performance Management Program.

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

1. Formal Disciplinary Process (Serious Misdemeanour)

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

1.1 Stage 1.

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

- The “alleged misdemeanour” against the employee and that if proven, disciplinary action could result.
- The time and place for the employee to provide an explanation and their right to representation

1.1.1 The Meeting [Refer 4.1 Give Notice]

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

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

1.1.2 The Decision

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

1.1.3 The Warning

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

1.2 Stage 2

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

1.2.1 Monitoring Performance

Where deficiencies in performance have been identified and actions agreed for improvement, it is essential that the action is implemented and performance monitored on a regular basis. Similarly detailed records of

any counselling or guidance sessions are to be kept with copies provided to the employee and Manager Organisational Development.

1.2.2 Second Warning

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

1.3 Stage 3

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

1.3.1 The Meeting [Refer 4.1 Give Notice]

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

1.3.2 The Decision

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

1.3.3 Final Meeting

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

2. Criminal Conduct

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

2.1 Criminal Conduct in the Workplace

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

2.2 Criminal Conduct Outside the Workplace

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

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

3. **Transferring or Suspending an Employee (with pay)**

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

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

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

4. **Summary (Instant) Dismissal**

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

Each case must be considered on its merits

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

Some of these acts of misconduct may also require Police investigation. When an act of serious and wilful misconduct is brought to a manager or supervisor's attention it must be acted upon immediately (as soon as is reasonably practical) and thoroughly investigated. This may involve interviewing employees or members of the public who were witnesses, or establishing whether there were any mitigating circumstances. It may be appropriate to involve the Manager Organisational

Development in matters believed to be of a serious and wilful nature. Where evidence suggests that an employee has committed an act of serious and wilful misconduct, the employee must be given the opportunity to respond to the allegation/s. The following steps should be followed:

4.1 Give notice

- 4.1.1 Inform the employee, in writing, that there is to be a meeting with him/her regarding the conduct /event/matter being investigated and the allegation that has been made against them. Ensure there is no doubt what so ever in what instance is being referred to, if possible quote times, places, etc.
- 4.1.2 Inform the employee, in writing, that the alleged misconduct is considered to be a serious and wilful breach of their employment contract and if found to be true, may result in their dismissal.
- 4.1.3 Stress to the employee that it is regarded as a serious matter and that they are encouraged to have a representative at the meeting
- 4.1.4 Advise the employee who will be in attendance at the meeting, i.e. Manager Organisational Development, Manager.

4.2 The Meeting [Refer 4.1 Give Notice]

- 4.2.1 At the meeting restate the alleged complaint / event (describe the facts as are known, stating times, places, aggrieved parties, complainants), and that such behaviour is considered serious and wilful misconduct and that if proven, could result in their dismissal.
- 4.2.2 Tell the employee that the allegation requires an explanation and that they will be given every opportunity to put their side of the story including any mitigating circumstances and that whatever they say will be given due consideration before any decisions are made.
- 4.2.3 Record the meeting verbatim (tape record if necessary) or take comprehensive and detailed notes of what was said. Inform those present of your intention to record/take notes.
- 4.2.4 After the employee has concluded giving his/her account of the events, including any mitigating circumstances, bring the meeting to a close. Tell the employee that consideration would be given to everything that has been said, and that they will be contacted once all the evidence has been examined and decisions made.

OR

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

4.3 The Recommendation

- 4.3.1 Prepare a report to the CEO, detailing the matter under investigation, witness statements, together with conclusions and recommendation. Give due consideration to the employee's explanation, any mitigating circumstances advanced together with the employee's employment record, performance and the seriousness of the act or omission. Depending upon the conclusions, one of the following actions may be appropriate;
 - The explanation provided is satisfactory and the matter requires no further action.
 - The explanation is not satisfactory requiring prolonged adjournment to seek more evidence / advice.
 - Disciplinary action needs to be taken.
 - Dismissal is appropriate.

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

4.4 The CEO's Decision

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

- 4.4.1 No further action.** Arrange a further meeting with the employee to advise of the outcome and take any other actions to finalise the matter as appropriate. Inform witnesses, complainant, etc.
- 4.4.2 Disciplinary Action.** If disciplinary action is considered appropriate, decide whether the offence is sufficient to warrant dismissal. If not, provide a written warning outlining the conduct to which the warning relates; that the conduct is unacceptable and the consequences if conduct is repeated.
- 4.4.3 Dismissal is warranted.** Arrange a further meeting with the employee and advise them of their right of representation. At the meeting tell the employee that they are to be dismissed and provide the reason why. The employee is to be asked if there is any reason why the dismissal should not take place. Consider the employee's response together with any plea the employee may provide. (If need be ask the employee and their representative to leave the room whilst the matter is discussed. It may be appropriate to discuss the reasons with the CEO).
- 4.4.4** Should the decision remain, advise the employee that the dismissal stands and that they are to be summarily dismissed effective immediately.
- 4.4.5** Letter of dismissal and Certificate of Separation must be prepared immediately and the employee advised to collect their personal belongings, return Council property, (Identification cards, keys etc) and asked to leave the premises, (escorted if need be).
- 4.4.5** Pay Office to be advised that wages to be paid until close of business and all eligible leave entitlements to be paid out.
- 4.4.6** All documentation to be sent to Manager Organisational Development for filing in the employee's Personnel File.

RESPONSIBILITIES

Advice and assistance is available from the Manager Organisational Development, ph: 85391134.

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

Attachment 3 Team Leader

Team Leader: Qualifications, Skills and Knowledge

Qualifications:

Certificate 3 in Horticulture or Arboriculture or Civil Works – *whichever is applicable to the role* (or willingness to undertake)

Certificate 4 in Front Line Management (or willingness to undertake)

Relevant licences applicable to the role (refer applicable team member role)

Skills:

Basic computer literacy

Analytical and numerical skills

Customer Relationship Skills

Communication, negotiation and conflict resolution skills

Commitment to champion the preferred culture

Decision making and task delegation skills

Organisational and time management skills

Interpersonal skills to work with and build effective teams

The ability to identify issues and implement solutions

Knowledge:

Knowledge of legislation, codes, regulation and Safe Operating Procedures relative to function

Sound knowledge of Occupational Health and Safety & Environmental Principles

Knowledge of Equal Opportunity Principles

Customer Service Principles

Understanding of risk management and practices

Understanding of job costing, estimating and cost control

Awareness of the Australian business Excellence Framework

Knowledge of Local Government functions roles and processes

Experience/Attributes:

Leading a work team to achieve work plans and project outcomes

Initiative and self-motivation to work with limited supervision

Enthusiastic and achievement focussed

Ability to communicate with people at different levels clearly and effectively

Commitment to ongoing personal development

Ability to be innovative, flexible and creative in determining practical solutions to operational problems

Ability to develop new technical skills and embrace new technology and techniques

Collaborative, consultative and supportive in relation to Organisational initiatives

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

Group Leader: Qualifications, Skills and Knowledge

Qualifications:

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

Skills:

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

Knowledge:

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

Experience/Attributes

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

