

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-05150

Applicant The Rural City of Murray Bridge, Australian Services Union - SA & NT Branch

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Rural City of Murray Bridge Municipal Officers Agreement 2021

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

This Agreement shall come into force on and from 22 November 2021 and have a nominal life extending until 30 June 2024.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

22 Nov 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



26 OCT 2021



Rural City of Murray Bridge

Municipal Officers Enterprise Agreement 2021

DRAFT

(Ref 2021 ID 930332)

**Rural City of Murray Bridge
Municipal Officers Enterprise Agreement 2021**

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PART 1. APPLICATION AND OPERATION OF AGREEMENT

TITLE

This Agreement shall be known as Rural City of Murray Bridge Municipal Officers Enterprise Agreement 2021.

1.1 DEFINITIONS

'Act'	means the Fair Work Act 1994, as varied.
'Agreement'	means Rural City of Murray Bridge Municipal Officers Enterprise Agreement 2021.
'Award'	means South Australian Municipal Salaried Officers Award, as varied.
'Board of Reference'	means a Board constituted by a Chairperson nominated by the South Australia Employment Tribunal as provided for in Clause 2.3 of the Award which hears and resolves position classification disputes.
'CEO'	means the Chief Executive Officer of Council.
'Consultation'	is the process which will have regard to employees' interest in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The goal of consultation is reaching agreed outcomes.
'Council'	means the Rural City of Murray Bridge.
'EACC'	means the Enterprise Agreement Consultative Committee.
'Employee'	means an employee who is remunerated by salary and/or whose duties, responsibilities and work description are contained within the terms of this Agreement and classified under the General Officer Stream of the Award.
'Employer'	means the Rural City of Murray Bridge.
'Formal Study'	means study that is relevant to the employment of an employee which results in a tertiary qualification.
'JCC'	means the Joint Consultative Committee.

'Parties'	means the parties bound by this Agreement.
'Remuneration'	means total income including wages, regular overtime, allowances, penalties, superannuation payments and any other benefits which are recorded by contractual agreement as forming part of the employee's total remuneration package.
'Salary'	<p>for the purpose of separation packages shall mean annual salary, including normal shift penalties and where salary sacrificing exists, the value of the substituted benefit.</p> <p>For the purposes of redeployment and income maintenance shall mean annual salary and superannuation.</p>
'Significant Change' or 'Significant Effect'	includes major changes in the composition, operation, size of the workforce or in the skills required, alteration of the hours of work, the need for retraining or transfer of employees to other work or another location and the restructuring of jobs and any determination regarding redundant positions. Provided that where the Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to be significant change.
'Tribunal'	means the South Australian Employment Tribunal (SAET) <i>(formerly SA Industrial Relations Commission)</i>
'Union'	means the Australian Services Union or ASU.
'Union Workplace Representative'	means an employee elected by the rules of the Union. A Union Representative may have an elected proxy.
'Work Area'	means the business unit location in which the employee works.
'Workplace Representative'	means an employee selected by employees whose role will be to effectively and fairly represent those employees' interests.

1.2 SCOPE AND PARTIES BOUND

This Agreement is binding on the following parties:

1. The Rural City of Murray Bridge;
2. All employees employed and classified under the General Officers Stream of the Award; and
3. The Australian Services Union in relation to their members employed by the Rural City of Murray Bridge and classified under the General Officers Stream of the Award.

1.3 PERIOD OF OPERATION

This Agreement shall take effect from the date of certification by the South Australian Employment Tribunal with a nominal expiry date of 30 June 2024.

This Agreement replaces all other Agreements negotiated by the parties and shall continue in force until rescinded or replaced.

The parties shall commence negotiations for a new Agreement six months prior to the expiry of this Agreement.

If negotiations for the new agreement should continue beyond the nominal expiry date of 30/06/2021, the Employer commits to effect back payment of any salary increases as may be contained in the new agreement in respect of the period between 30/06/2021 and the new agreement taking effect.

1.4 RELATIONSHIP TO PARENT AWARD

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

1.5 AIM OF AGREEMENT

- 1.6.1 The aim of this Agreement is to provide a framework for a collaborative and productive workplace that improves the performance of the Council and achieves demonstrable productivity improvements.
- 1.6.2 The parties are therefore committed to:
 1. reviewing systems and processes across all business units;
 2. identifying and implementing initiatives and improvements in performance and service provision; and
 3. developing, redesigning, streamlining and documenting processes and procedures.
- 1.6.3 The Joint Consultative Committee shall be the consultative group to receive and consider all ideas and suggestions arising from reviews and other initiatives in accordance with Clause 2.2 and 2.4 of this Agreement.

1.6 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

- 1.6.1 The Enterprise Agreement Consultative Committee (EACC) comprises:
 - 1.6.1.1 three Employer representatives nominated by the Employer;
 - 1.6.1.2 three Employee representatives elected by Employees by ballot with the majority deciding the outcome; and
 - 1.6.1.3 external parties, as applicable or invited from time to time.
- 1.6.2 EACC members shall have the responsibility to:
 - 1.6.2.1 consult with employees regarding the terms and conditions of this Agreement; and
 - 1.6.2.2 negotiate the terms and conditions of this Agreement.

1.7 JOINT CONSULTATIVE COMMITTEE

A Joint Consultative Committee (JCC) shall be formed following the certification of this Agreement.

- 1.7.1 The Joint Consultative Committee (JCC) comprises:
 - 1.7.1.1 Three Employer representatives nominated by the Employer;
 - 1.7.1.2 Three Employee representatives elected by Employees by ballot with the majority deciding the outcome; and
 - 1.7.1.3 External parties, as applicable or invited from time to time.
- 1.7.2 Employee representatives may be EACC members or otherwise call for nomination and selection of representatives to undertake the following:
 - 1.7.2.1 Review and monitor the operation and implementation of this Agreement;
 - 1.7.2.2 Assist with the resolution of disputes arising out of the operation of this Agreement; and
 - 1.7.2.3 Meet to formally review the outcomes of the initiatives and changes arising from this Agreement.
- 1.7.3 The JCC shall meet at least six-monthly or as otherwise agreed to:
 - 1.7.3.1 Form part of the consultation process and consider issues deemed to be of 'significant impact' to Employees' interests;
 - 1.7.3.2 Hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues;
 - 1.7.3.3 Make recommendations to the Employer, where appropriate, through consensus; and
 - 1.7.3.4 Provide a forum for information flow between the Employer and Employees.

PART 2. CONSULTATION AND DISPUTE RESOLUTION

2.1 EMPLOYEE CONSULTATION AND CHANGE MANAGEMENT

The Employer recognises that Employee involvement in decision-making processes that impact on their employment is critical to the success of the organisation. The Employer is therefore committed to engage in timely and constructive consultative practices with affected Employees in accordance with the following guiding principles.

2.1.1 Consultation Method

- 2.1.1.1 Consultation shall occur with Employees in a variety of ways which may include:
1. organisation, division or workgroup meetings;
 2. direct discussion with the immediate Manager or Team Leader;
 3. formal workplace meetings conducted by designated JCC members; and /or
 4. other appropriate methods.
- 2.1.1.2 Information will be distributed to Employees in a variety of ways which may include:
1. presentations and handouts provided at meetings;
 2. electronic communication, including email and the intranet; and/or
 3. workgroup notice boards.

2.1.2 Introduction of Significant Change

Significant change (as defined) may impact on the organisation, divisions or a discrete work group from time to time in response to economic, social or environmental influences. Where significant change is identified, JCC members shall be the principal group engaged in initial consultation and development of the change management strategy and initiatives.

2.2 DISPUTE SETTLEMENT PROCEDURE

- 2.2.1 In the event of a dispute relating to the application of this Agreement the following procedure shall apply:
- 2.2.1.1 Where possible Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Manager. If the Employee wishes, he or she may involve a representative of their choice in attempting to resolve the dispute. Conversely, Managers will seek to resolve any dispute with the Employee(s) concerned.
- 2.2.1.2 If the dispute remains unresolved the matter should be referred to the Manager Organisational Development who will consult with JCC members for interpretation. The Manager Organisational Development shall provide advice including a recommendation to the Chief Executive Officer.

- 2.2.1.3 If the issue remains unresolved, the parties may, jointly or individually, refer the matter in dispute to the Tribunal for determination by conciliation and/or arbitration. The parties agree to be bound by a decision of the Tribunal.
- 2.2.1.4 The parties will endeavour to have the matter resolved within 30 days of a dispute having been lodged and agree that normal work will continue in accordance with the reasonable direction of the Employer provided that neither party shall be prejudiced in the resolution of the dispute.

2.3 DISPUTES ARISING OUT OF EMPLOYEMENT PROCEDURES

- 2.3.1 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.
- 2.3.2 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.
- 2.2.3 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 employee's representative (where applicable).

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 South Australian 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.

2.4 WORKPLACE CULTURE

As a means of pursuing long term sustainable organisational excellence, the parties are committed to ongoing monitoring and analysis of the organisation to support achievement of a value and principle-based organisational environment.

- 2.4.1 The Employer will engage an annual workplace culture survey, in consultation with the Joint Consultative Committee
- 2.4.2 A workplace culture survey will then be conducted every subsequent year.
- 2.4.3 Results of the survey are to be distributed to all employees in a timely manner and prior to setting of any indicators.
- 2.4.4 Management, in consultation and agreement with the Joint Consultative Committee, will set appropriate workplace cultural Key Performance Indicators for benchmarking and monitoring. Annual comparative results and progress will be communicated to all staff.
- 2.4.5 Commitment to Workplace Culture will be enshrined in a HR Policy which will be developed by the Joint Consultative Committee and Management in consultation with staff. The Policy is expected to be a collaborative working partnership with common goals. The policy will be reviewed and continuous improvements implemented annually.
- 2.4.6 In conjunction with the Workplace Culture Policy, a HR Policy regarding Change Management will be developed by the Joint Consultative Committee and Management in consultation with staff.
- 2.4.7 This policy will include, but not be limited to, ensuring processes are clearly outlined, correct stakeholders are engaged, business risk is assessed, identified and recommendations made and endorsement by both parties prior to enacting the change.
- 2.4.8 The Policy is expected to be a collaborative working partnership with common goals. The policy will be reviewed and continuous improvements implemented annually.

PART 3. EMPLOYMENT RELATIONS

3.1 EMPLOYMENT SECURITY

- 3.1.1 The Employer is committed for the life of this Agreement to no forced redundancies.
- 3.1.2 The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with via natural attrition or in one of the following ways:
 - 3.1.2.1 Redeployment to a position of the same classification level
 - 3.1.2.2 A Voluntary Separation Package (VSP)
- 3.1.3 Where redeployment is required, Management will redeploy employees at the same level as their pre-redeployment classification whilst also meeting the needs of the Council.

The redeployment is not to disadvantage the employee, having particular regard for the personal circumstances of the employee, however, 'disadvantage' will have regard to the overall employment environment before and after the redeployment. Any new position must be selected in consultation with the employee and redeployment effected as soon as possible.

The redeployment will occur in accordance with the Redeployment and Retraining Guidelines.

- 3.1.4 In the event of a redundancy payment being required a Voluntary Separation Package will comprise of the following:
 - 3.1.4.1 8 weeks' notice of termination or payment of salary in lieu thereof;
 - 3.1.4.2 Severance payment of 3 weeks for every year of continuous service with the Employer to a maximum payment of 104 weeks which includes the period of notice payment pursuant to 3.1.4.1 herein.
 - 3.1.4.3 An amount of up to 10% of the employee's annual salary may be reimbursed by the Employer, on the production of a receipt, for expenses incurred by the Employee for professional services to assist an employee who is genuinely seeking other employment.
 - 3.1.4.4 All of the above 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.

3.2 PART TIME EMPLOYEES

- 3.2.1 Employees who wish to pursue a job share arrangement may request to enter into such arrangement, with agreement from the Chief Executive Officer.
- 3.2.2 An agreed job share arrangement shall be recorded in writing and signed by the relevant employees and manager.

3.3 UNION WORKPLACE REPRESENTATIVES

- 3.3.1 Upon written advice from the Branch Secretary of the Australian Services Union that one or more members have been appointed as union workplace representatives, the employer will recognise the person(s) as being accredited by the Union for the following purposes:
 - 1. Discussion with other union members of any matter relating to the work they perform and other work related issues;
 - 2. Discussion with a duly accredited authorised officer of the union with reference to specific work matters; and
 - 3. Receiving instruction from the union regarding performance of union duties.
- 3.3.2 The Union work place representatives (to a maximum of two) will be entitled to 5 days unpaid trade union training leave in each calendar year.
- 3.3.3 Any leave taken under this clause will be counted as continuous service for all purposes of long service leave entitlements.

PART 4. REMUNERATION AND RELATED MATTERS

4.1 SALARY INCREASES

4.1.1 In recognition of past, present and future effort of staff this Agreement provides for the following salary increases upon certification of this Agreement:

1. An increase of 2.8% to apply from the first full pay period on or after 1 July 2021;
2. An increase of 1.5% or an amount equal to the CPI figure for March 2022 whichever is the greater, to apply from the first full pay period on or after 1 July 2022.
3. An increase of 1.5% or an amount equal to the CPI figure for March 2023 whichever is the greater, to apply from the first full pay period on or after 1 July 2023.

4.1.2 A Salary Schedule that shall apply under this Agreement is attached at Schedule one.

4.1.3 The Parties undertake that for the life of this Agreement there shall be no further salary increases except those provided for under the terms and conditions of this Agreement.

4.1.4 This Agreement shall not preclude a State Wage Case, for economic adjustment purposes, from being accessed by those covered by this Agreement. Such Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

4.2 SALARY PACKAGING

4.2.1 By agreement with the Employer, an employee can elect to package their gross salary.

4.2.2 The parties agree that packaging arrangements can be implemented on the following basis:

- 4.2.2.1 The amount of gross salary to be packaged shall not exceed legislative requirements.
- 4.2.2.2 The parties shall agree to the items capable of being included in the salary package.
- 4.2.2.3 The employee's substantive gross salary in accordance with their position classification shall be the pre-sacrificing salary.
- 4.2.2.4 The parties shall agree that the introduction of salary packaging will not result in additional cost to the Council, including Fringe Benefits Tax.

4.3 SUPERANNUATION

Superannuation Fund and Payments

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

4.3.2 Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super) is the nominated default fund.

- 4.3.3 "Statewide Super" means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.
- 4.3.4 The amount of the Employer superannuation contribution will be:
- 4.3.5 For each employee who is making a "Salarylink Contribution" to Statewide Super:
- (a) 3% of the greater of employee's Superannuation Salary OR Ordinary Time Earnings; and
 - (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the employee; and
 - (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 4.3.6 "Salarylink Contribution" has the meaning given to that term under the Trust Deed.
- 4.3.7 "Superannuation Salary" has the meaning given to that term under the Trust Deed.
- 4.3.8 The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).
- 4.3.9 For each other Employee:
- (a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
 - (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 4.3.10 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.
- 4.3.11 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.

4.4 INCOME PROTECTION

- 4.4.1 The Employer provides and will continue to hold for the term of this Agreement a policy to cover employees covered by this Agreement for personal accident and illness. The cover will be for 24 hours a day and will cover illnesses and accidents that occur outside working hours, including travel to and from work.
- 4.4.2 The benefits relate only to weekly earnings in accordance with the Income Protection Policy.
- 4.4.3 The employer will continue to make Superannuation contributions on behalf of an employee who is 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.
- 4.4.4 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.
- 4.4.5 The Employer shall provide employees with a policy to top up salaries when a decrease is experienced under the workers compensation scheme. The benefits will be paid in accordance with the Policy and their guidelines as amended from time to time and the Return to Work Act 2014.

4.5 RECLASSIFICATION

- 4.5.1 A request for a reclassification must be submitted in writing on the Application for Reclassification Form by the employee to their Manager accompanied by supporting documentation/information which outlines the basis for the reclassification request.
- 4.5.2 The request shall be submitted through the Business Unit Manager and General Manager to the Manager Organisational Development for assessment to be completed within two calendar months of receipt. In the case where the request results in a reclassification, the reclassification shall take effect from the date of the application.
- 4.5.3 In assessing the application the Manager Organisational Development shall consult with the employee and other staff, where relevant, so that an informed assessment can be made.
- 4.5.4 The Manager Organisational Development shall provide a recommendation on the outcome of the review to the CEO.
- 4.5.5 The Manager Organisational Development shall provide written confirmation of the CEO's decision on their reclassification request. If the request is unsuccessful, written reasons will be provided.
- 4.5.6 Any employee not satisfied with the determination may access the Dispute Settlement Procedure (Clause 2.2) or a Board of Reference as per the Award.

4.6 HIGHER DUTIES

- 4.6.1 Where management requires a position to be back filled for 5 days or more, determination for higher duty payment will be assessed in accordance with the Management Guideline on Higher Duties Payment.
- 4.6.2 Incremental progression, where relevant, shall be as provided for in the Award.

PART 5. WORKING HOURS ARRANGEMENTS

5.1 WORKING HOURS

- 5.1.1 Normal working hours shall be an average of 38 hours per week and 7.6 hours per day. A minimum 30 minute unpaid lunch break shall be taken between 12 noon and 2.00pm excluding employees engaged on roster arrangements where other arrangements will be made.
- 5.1.2 The span of ordinary hours shall be from Monday to Friday to be worked between the hours of 7.30am and 7.30pm excluding public holidays.
- 5.1.3 The parties acknowledge that working hour arrangements may differ across the various business units and work locations of Council due to the nature of the work and services provided to the community.
- 5.1.4 Supervisors/employees must consider the WHS implications to their health, safety, well-being and fatigue, and schedule regular days off for rest and recuperation. No employee shall work or be rostered to work for more than 10 consecutive days and must take a minimum of a full day's rest break.

5.2 FLEXIBLE HOURS OF WORK

The following clauses specify the ordinary working hours, penalties and overtime provisions that apply to all work locations, unless otherwise specified below.

- 5.2.1 The normal working day/week can be altered by mutual agreement (and confirmed in writing) and with prior approval, without attracting penalty/overtime rates as provided in the Award provided that:
 - 5.2.1.1 The hours per day do not exceed ten hours
 - 1. The hours are worked within a spread of hours of 7.30 am to 7.30 pm Monday to Friday excluding public holidays.
 - 2. In the case of The Station, The Gallery and The Town Hall staff, flexible hours may be negotiated by mutual agreement and will attract penalty rates as per 5.2 of award without being constrained by clause 5.2.1.2 (1).
 - 5.2.1.2 The additional hours do not exceed 10 hours per week in excess of ordinary hours.
 - 5.2.1.3 All hours worked in excess of 10 hours per day or 96 hours per fortnight shall be paid at 150% or banked at the appropriate penalty rate to the Employee's flexibank.
 - 5.2.1.4 Overtime and Penalty rates as per 5.3.6 to 5.3.8

5.2.2 **Swimming Centre**

These provisions apply to staff covered by this Agreement located at the Swimming Centre and perform their duties on a Monday to Sunday working week basis.

5.2.2.1 **Ordinary Hours**

The ordinary hours of work shall be an average of 38 hours per week and 7.6 hours per day from 6.00am to 9.30pm Monday to Sunday however due to seasonal nature of the work and operational requirements, the following shall apply:

1. During the designated dates of the swimming season employees may work up to 48 hours per week in accordance with a roster mutually agreed between the Employee and relevant manager.
2. Hours worked in excess of 10 hours per day or an average of 76 hours per fortnight will be banked as TOIL. Each day shall stand alone in calculating TOIL. This clause does not apply to casual workers.
3. All hours worked in the ordinary span of hours and before 7.30am or after 6.30pm Monday to Friday shall attract a 15% loading pursuant to clause 5.2.1 of the Award.
4. TOIL in excess of 10 hours per day, shall accrue at the rate of 150% for the first three hours worked and 200% for each hour worked thereafter.
5. Employees with continuing employment status shall utilise all TOIL hours and annual leave entitlements over the swimming off-season, generally from April to August each year.
6. Seasonal employees who have accrued TOIL hours pursuant to (4) herein shall be paid at the end of the season at the ordinary rate of pay.
7. All ordinary hours worked on weekends up to a maximum of ten hours per day shall be paid at 150% penalty rate and 200% thereafter.
8. Worked Public holidays paid as per Award 5.2.3.

5.2.3 **Operations Depot**

These provisions apply to group leaders, administration, engineering and technical staff located at the Operations Depot who perform their duties on a Monday to Friday working week basis.

5.2.3.1 **Span of Ordinary Hours**

The span of ordinary hours shall be from Monday to Friday to be worked between the hours of 6.00am to 6.00pm.

5.2.4 **Library**

These provisions apply to staff located at the Library who perform their duties on a Monday to Sunday working week basis.

5.2.4.1 **Span of Ordinary Hours**

The span of ordinary hours shall be from Monday to Sunday to be worked between the hours of 7.30am to 7.30pm.

5.2.4.2 **Flexible Hours**

Employees may work flexible hours by mutual agreement, confirmed in writing, without attracting further penalty or overtime rates subject to:

1. the payment of penalties and loadings continuing to apply under sub-clause 5.2.4.4 herein
2. the total daily hours worked do not exceed ten hours per day;
3. the hours are worked within the span of hours prescribed in 5.2.4.1 herein; and
4. the total additional hours worked per week do not exceed 10 hours.

5.2.4.3 **Additional Hours**

All hours worked in excess of 10 hours per day or 96 hours per fortnight shall be paid at 150% or credited at the penalty rate to the Employee's flexibank.

5.2.4.4 **Penalty payments will be paid in accordance with Award clause 5.3, ie**

1. Employees paid up to and including Level 4 increment 3 shall be paid an additional 15% loading for all hours worked beyond 5.00pm;
2. Employees paid at Level 4 increment 4 but not more than Level 6 increment 1 shall be paid a 15% loading calculated at Level 4 increment 3;
3. Employees paid at Level 6 increment 2 and above shall not receive a loading;
4. All ordinary hours worked on a Saturday (excluding public holidays) shall be paid at 125% penalty rate up to noon and 150% penalty rate up to a total of ten hours worked and 200% thereafter;
5. All ordinary hours worked on a Sunday and public holiday shall be paid at 150% penalty rate for the first ten hours and 200% thereafter.

5.2.5 Visitor Information Centre

These provisions apply to all staff located in the Visitor Information Centre who perform their duties on a Monday to Sunday working week basis.

5.2.7.1 Span of Ordinary Hours

The span of ordinary hours shall be worked between the hours of 7.30am to 7.30pm from Monday to Friday and 8.00am to 6.00pm Saturday and Sunday and Public Holidays.

5.2.7.2 All ordinary hours worked on weekends shall be paid at 150% penalty rate as per Award 5.2.2.

5.2.7.3 Public holidays paid as per Award 5.2.3.

5.3 GENERAL PROVISIONS

5.3.1 Flexibank

Flexi Hours may not exceed an Employee's normal weekly hours at the end of each pay period. Additional hours worked may be carried over into the next pay cycle subject to:

5.3.1.1 the flexibank is not greater than an Employee's normal weekly hours, eg a full time employee may accrue up to 38 hours and a part time employee working 20 hours per week may accrue up to 20 hours;

5.3.1.2 where the flexibank is in excess of an employee's maximum hours due to unforeseen circumstances, express approval from the relevant manager, recorded in writing, is required;

5.3.1.3 accessing Flexibank shall be agreed between an Employee and their manager;

5.3.1.4 a flexi day may be deferred at short notice by the manager if the Employee is required to work on the nominated day for operational reasons. The manager shall provide a reason in writing to the employee; and

5.3.1.5 additional hours worked without prior approval shall be forfeited.

5.3.1.6 employees may not create a deficit in flexi hours.

5.3.1.7 notwithstanding (5.3.1.6) above, it is permissible for Library Officers working on a fortnightly rostered basis where rostered hours may vary for a particular fortnight to create a deficit in (administrative) flexi hours.

5.3.1.8 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, limited to twice (2) a financial year.

5.3.2 Responsibilities

5.3.2.1 Employees are responsible for submitting accurate time sheets, approved by their respective manager, that record hours worked and accrued flexi time.

5.3.2.2 Managers and Team Leaders are responsible for monitoring and managing flexible work arrangements.

5.3.3 Public Holidays

5.3.3.1 Full Time Employees shall be paid 7.6 hours (or regular rostered hours) and Part Time Employees shall be paid their normal daily hours when

not required to work on a Public Holiday, provided the Public Holiday falls on the Employee's normal work day.

5.3.3.2 Time will accrue as worked time towards the Employee's weekly hours.

5.3.3.3 Penalty rates will apply if required to work on a Public Holiday.

5.3.4 Flexibank accruals on termination of employment

Flexibank accruals are to be exhausted prior to ceasing employment. Where this is not possible, flexibanks will be paid out at the ordinary rate of pay.

5.3.5 Overtime

5.3.5.1 Overtime may be worked only at the direction and prior written approval of the manager.

5.3.5.2 Overtime provisions will apply for additional hours worked outside of an Employee's ordinary span of hours for their designated work locations or roles.

5.3.5.3 A manager may approve, in consultation with an Employee either:

1. payment at the relevant overtime rate; or
2. credit of hours banked at the relevant overtime rate towards the Employee's flexibank.

5.3.6 Overtime Rates

When directed to work overtime, employees may elect to be paid or accrue flexitime hours (where provided for in designated work locations) at the following penalty rates, or as per Clause 5.4 of the Award

Hours Worked	Penalty Rates
Outside the ordinary span of hours for designated work locations	150% for first three hours, 200% thereafter
After 10 hours per day	150% for first three hours, 200% thereafter
When directed to work hours in excess of 76 hours per fortnight. Employee may elect to accrue flexitime at the penalty rate.	150% for first three hours, 200% thereafter

5.3.7 Recalls

- 5.3.7.1 An employee recalled to work after leaving the normal work location to attend Council meetings, community engagement meetings, provide a Council service in an emergency which could include matters of public safety, risk to property or attend to a serious complaint from the community, shall be paid a minimum of three hours work at the appropriate penalty rate having regard to the flexible work arrangements specified for designated work groups.
- 5.3.7.2 The employee shall not be required to work the full three hours if the job he/she was recalled to perform is completed within a shorter period.

- 5.3.7.3 Subsequent recalls initiated within the first three hour payment period are considered a continuous period and shall be paid for the total period worked, subject to a minimum payment of three hours.
- 5.3.7.4 This clause shall not apply where additional time worked is continuous (subject to a reasonable meal break) and within the flexible hours arrangements pertaining to specific business units outlined in this Clause.
- 5.3.7.5 An employee and the Employer may negotiate a suitable employment package pursuant to Clause 5.4.6 of the Award to take account of the requirement to attend recalls and/or callouts and other contingencies inherent in their role.

5.3.8 Callouts

Attendance at callouts, performed on a day that is not a normal work day, shall be paid at 200%. A minimum of 3 hours payment shall apply.

5.3.9 Meal breaks

An unpaid meal break of at least 30 minutes is to be taken on each occasion where the employee is required to work in excess of five consecutive hours.

5.4 MINIMUM HOURS OF ENGAGEMENT

5.4.1 Casual Employees

During the life of this Agreement, a casual employee will be engaged for a minimum period of two (2) hours, unless otherwise expressly agreed between the agency and the employee

5.4.2 Part-time Employees

During the life of this Agreement, a part-time employee will be engaged for a minimum shift period of two (2) hours, unless otherwise expressly agreed between the agency and the employee.

Nothing in this clause effects the operation of clause 5.3.7 Recalls or clause 5.3.8 Callouts.

PART 6. LEAVE

6.1 PERSONAL LEAVE

- 6.1.1 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 6.6 Sick Leave and 6.8 Family Leave of the Award.
- 6.1.2 Employees may access paid personal leave for:
 - 1. any genuine purpose relating to his/her sickness
 - 2. any genuine purpose relating to illness of family or domestic caring responsibilities
 - 3. any genuine urgent situation where planning in advance to take another form of leave was not foreseeable.
- 6.1.3 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.
- 6.1.4 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 to prove illness is not required.
- 6.1.5 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 indicating the date on which an employee is fit to resume duty.
- 6.1.6 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.
- 6.1.7 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.
- 6.1.8 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 for ongoing absences where:
 - 1. an employee fails to contact their supervisor to advise they need to take personal leave within the required timeframes (pursuant to 6.1.7 above) on more than two occasions; or
 - 2. where an employee has been counselled about their behaviour and continues to engage in inappropriate behaviour; or
 - 3. Council has a valid reason.
- 6.1.9 In these instances, issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.
- 6.1.10 In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

- 6.1.11 Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

6.2 PURCHASED ANNUAL LEAVE (PAL)

- 6.2.1 Employees may apply to purchase up to an additional four (4) weeks annual leave per year. The following provisions shall apply:
1. 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.
 2. Purchased Annual Leave cannot be taken at half pay.
 3. Annual Leave Loading does not apply to Purchased Annual Leave.
- 6.2.2 Purchased Annual Leave will be counted as continuous service for all purposes of the Award.
- 6.2.3 Purchased annual leave (PAL) will be reimbursed if not taken due to unforeseen or exceptional circumstances and the agreement is mutually terminated.

6.3 LONG SERVICE LEAVE

Long service shall be administered in accordance with the Long Service Leave Act 1987. In addition to the provisions of the Act, the following shall apply.

- 6.3.1 Long service leave should be taken as soon as practicable after the entitlement becomes due (taking into consideration the operational requirements of Council).
- 6.3.2 The principle of long service leave is to provide employees with a long break from work following ten years' service. While this is encouraged, Council will approve a minimum period of one week (5 consecutive days).
- 6.3.3 Long service leave has a financial liability for Council therefore employees are to ensure their entitlement is contained to no more than 13 weeks leave.
- 6.3.4 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).
- 6.3.5 An employee should not engage in any alternative employment while on long service leave.
- 6.3.6 Long service leave may be cashed out by submitting a Request to Cash Out Long Service Leave Form available on the intranet. It is recommended that a minimum period of four weeks long service leave should be retained.
- 6.3.7 Long service leave will be cashed out in week blocks. The minimum weeks of long service leave for cash out and frequency of cash outs of long service leave will be managed in the Leave Management Guideline as amended from time to time.
- 6.3.8 Upon application in exceptional circumstances 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 years continuous service.

- 6.3.9 Where an employee's contracted weekly hours are reduced then long service leave accrued from their commencement date with the Rural City of Murray Bridge shall be calculated and preserved.
- 6.3.10 Long service leave accruals may be transferred to another local government authority in accordance with the Local Government (Financial Management) Regulations.

6.4 PARENTAL LEAVE

6.4.1 Employer paid parental leave payments

This clause is to be read in conjunction with clause 6.5 of the 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 12 months 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.

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.

- 6.4.1.1 A pro rata payment will apply for permanent part-time staff based on average hours worked over the preceding 12 months.
- 6.4.1.2 Payment for parental leave will cease if the Employee resigns during the period of Paid Parental Leave.
- 6.4.1.3 The period of Paid Parental Leave provided by the Council will count as Service.
- 6.4.1.4 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.
- 6.4.1.5 Paid Parental Leave shall be used before any other leave entitlements.
- 6.4.1.6 Notice periods and certification requirements will be in accordance with the Award.
- 6.4.1.7 Following the paid period of Parental, 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.
- 6.4.1.8 An eligible Employee may take a period of Unpaid Parental Leave of up to 12 months, less any period of Parental, Adoption or Supporting Partner Leave taken.
- 6.4.1.9 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.
- 6.4.1.10 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.

- 6.4.1.11 Employees have the option to spread the payment for Parental, 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.
- 6.4.1.12 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.
- 6.4.1.13 Paid parental leave is to be superable.
- 6.4.1.14 Any public or statutory holiday which may fall within the period of paid parental leave, will be counted as a day of such parental leave.

6.4.2 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:

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;
2. The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
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
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.
5. Paid supporting parental leave is to be superable.

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

6.4.3 Adoption Leave

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

1. the adoptive child is under school age on the day of placement; and
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
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.

Documentary evidence of approval for adoption must be submitted to the Chief Executive Officer when applying for Adoption Leave.

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.

6.4.4 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.

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.

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.

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).

Specific locations include:

1. 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.
2. A change room at the Gallery. There is an adequate kitchen for storing and washing equipment.
3. 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.
4. The library already has a specific space for feeding and attending to all baby's needs.
5. The Training Room at Lerwin. There is an adequate kitchen for storing and washing equipment.
6. And any other such rooms as may be identified from time to time.

6.4.5 Superannuation Contribution

Council recognises that working women are disadvantaged in the building of superannuation retirement savings due to family responsibilities.

Therefore Council will make superannuation contributions during the 12 weeks of paid parental leave at their current rate for those employees having 12 months continuous service with Council or 16 weeks for employees having a minimum of 5 years continuous service with Council.

6.5 FAMILY VIOLENCE LEAVE

6.5.1 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.

6.5.2 Definition of Family Violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

6.5.3 General Matters

- 6.5.3.1 Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.
- 6.5.3.2 All personal information concerning family violence will be kept confidential in line with Employer Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 6.5.3.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being a victim of family violence.
- 6.5.3.4 The employer will identify contact/s in Human Resources and across the organisation who will be trained in family violence and privacy issues, for example training in family violence risk assessment and risk management.
- 6.5.3.5 The employer will advertise the name of the contact within the organization.
- 6.5.3.6 An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.
Where requested by an employee, the Human Resources contact will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.
- 6.5.3.7 The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

6.5.4 Leave

- 6.5.4.1 An employee experiencing family violence will have access to their bereavement leave entitlement (up to 2 days paid leave per incident) for medical appointments, legal proceedings and other activities related to family violence.

- 6.5.4.2 This leave may be taken as consecutive or single days or as a fraction of a day.
- 6.5.4.3 Under this clause, an incident includes but is not necessarily limited to time required for:
 - 1. Seeking emergency shelter or alternative housing
 - 2. Attending court, legal or police proceedings
 - 3. Seeking or accessing support for affected children
 - 4. Counselling or accessing associated support services
- 6.5.4.4 An employee who supports another staff member experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

6.5.5 Individual Support

- 6.5.5.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer may approve any reasonable request from an employee experiencing family violence for:
 - 1. changes to their span of hours or pattern or hours and/or shift patterns;
 - 2. job redesign or changes to duties;
 - 3. relocation to suitable employment within the Employer;
 - 4. a change to their telephone number or email address to avoid harassing contact;
 - 5. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 6.5.5.2 An employee experiencing family violence will be offered a referral to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.
- 6.5.5.3 An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

PART 7. MISCELLANEOUS MATTERS

7.1 HUMAN RESOURCE MANAGEMENT

- 7.1.1 The Employer confirms its commitment to manage all staff with fairness, transparency and in accordance with legislation and contemporary human resource management best practice.
- 7.1.2 Management Guidelines, policies and procedures will be developed and reviewed in consultation with the Joint Consultative Committee and all staff across the organisation prior to their implementation.
- 7.1.3 Any dispute regarding the operation of this Clause shall be dealt with in accordance with the dispute settling procedure provided for at Clause 2.2 herein.
- 7.1.4 A list of current HR Policies and Management Guidelines are included in Schedule 2 of this document.
- 7.1.5 A proposed change to HR Policies and Management Guidelines are considered a significant change pursuant to Clause 2.1 of this agreement.

7.2 CORPORATE WARDROBE

- 7.2.1 The Employer shall subsidise the purchase of a corporate wardrobe up to the value as listed below:
 - Establishment of Corporate Wardrobe Up to \$600 (exclusive of GST)
 - Within the Financial Year following the initial issue and annually thereafter Up to \$400 (exclusive of GST)
- 7.2.2 All employees who have been provided with a Corporate Wardrobe by the Employer are required to wear it at all times except on those days where they participate in 'casual' days.
- 7.2.3 New employees, excluding those in fixed term positions of twelve months or less and short term casual positions, are eligible for a Corporate Wardrobe following the successful completion of their probationary period.
- 7.2.4 Maintenance and laundry of the corporate wardrobe is the responsibility of employees.

7.3 SAFETY FOOTWEAR

- 7.3.1 Appropriate foot protection is required for employees who undertake various regulatory roles, visit development sites or who may otherwise be exposed to foot injuries from electrical hazards, hot, corrosive, poisonous substances, falling objects, slip and fall hazards, crushing or penetrating actions.
- 7.3.2 Employees exposed to these hazards as part of their duties will be supplied with approved safety type footwear to the value of \$155 excluding GST to be worn in accordance with the employee's responsibilities under the Work, Health and Safety Act 2012.
- 7.3.3 Eligible employees are required to wear the required footwear while performing their duties.

- 7.3.4 Workers must not intentionally misuse or damage footwear.
- 7.3.5 At the discretion of the management, employees may have replacement for protective footwear that is destroyed due to a work-related accident, chemical spill or other similar event beyond normal wear, tear and use.

7.4 EMPLOYEE ASSISTANCE PROGRAM

- 7.4.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Council will provide employees and their direct family members with access to professional, independent and confidential counselling services as nominated by the Council and the self-referral service will be available to employees seeking counselling support. This is at no cost to the employee for up to a maximum number of three times per financial year. Additional services may be requested by the service provider and be approved by the Manager Human Resources or the Chief Executive Officer due to extenuating circumstances. The program offers a 24 hours telephone contact.

7.5 TRANSITION TO RETIREMENT

- 7.5.1 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.
- 7.5.2 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.
- 7.5.3 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:
 - 7.5.3.1 the employee has completed at least five (5) years continuous service with Council;
 - 7.5.3.2 the employee has reserved a minimum of fifteen (15) days to take annual leave each year;
 - 7.5.3.3 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;
 - 7.5.3.4 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;
 - 7.5.3.5 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;
 - 7.5.3.6 the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and

- 7.5.3.7 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.
- 7.5.3.8 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)
- 7.5.3.9 employees participating in a transition to retirement program are able to access long service leave pro rata after 7 years.
- 7.5.4 Employees may, by agreement, relinquish their substantive position to take up an appointment in another position at the same classification level which utilises the employee's skills and abilities.
- 7.5.5 Employees may elect to retire earlier than the date originally nominated by the employee.
- 7.5.6 Fixed term contract and casual employees are excluded from this Clause.

7.6 REPLACEMENT OF STAFF ON LEAVE

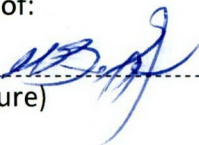
- 7.6.1 In situations where a staff member takes leave such that their absence will inhibit output from that Department or Business Unit, Council will endeavour to backfill that position through a process of higher duties, secondment or resource sharing until the staff member returns from leave or indicates that they will not be returning.
- 7.6.2 Where possible, Council will support the training and development of current staff to support them taking on these duties with the aim of improving work-related skills, enhancing career development and maintaining productivity.
- 7.6.3 When it is necessary to cover a position through resourcing sharing or partnerships, any variations in pay rates, hours of work or conditions are to be agreed upon prior to the commencement. When an employee returns to work with Council, the employee shall revert to the substantive classification occupied with Council prior to the secondment or transfer.
- 7.6.4 A Management Guideline to reflect this intent will be created through the Joint Consultative Committee. This will be reviewed to include continuous improvement opportunities.

PART 8. SIGNATORIES

SIGNED FOR AND ON BEHALF OF THE RURAL CITY OF MURRAY BRIDGE, 2 Seventh Street, Murray Bridge 5253


MICHAEL SEDGMAN
CHIEF EXECUTIVE OFFICER

In the presence of:


Witness (Signature)


MARTIN SMALLBRIDGE
(print name)

DATED the 16th day of SEPTEMBER 2021

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN SERVICES UNION
AS Grenfell Street, Kent Town, 5075 41 King William Road, Unley SA 5061



AS ~~JOSEPH SCALES~~ ABBIE SPENCER
BRANCH SECRETARY

In the presence of:

Witness (Signature)

Georgia McRae
(print name)

DATED the 13 day of October 2021

Schedule 1. SALARY SCHEDULE

	Existing	2.8% from FPP on or after 1-Jul-21	1.5% from FPP on or after 1-Jul-22	1.5% from FPP on or after 1-Jul-23
Level 1 Step 1	\$49,363.76	\$50,745.95	\$51,507.13	\$52,279.74
Level 1 Step 2	\$50,552.85	\$51,968.33	\$52,747.85	\$53,539.07
Level 1 Step 3	\$52,204.11	\$53,665.83	\$54,470.81	\$55,287.87
Level 1 Step 4	\$53,978.84	\$55,490.25	\$56,322.60	\$57,167.44
Level 1 Step 5	\$55,754.68	\$57,315.81	\$58,175.55	\$59,048.18
Level 1 Step 6	\$57,527.74	\$59,138.52	\$60,025.59	\$60,925.98
Level 2 Step 1	\$59,329.17	\$60,990.39	\$61,905.24	\$62,833.82
Level 2 Step 2	\$61,106.68	\$62,817.67	\$63,759.93	\$64,716.33
Level 2 Step 3	\$62,881.41	\$64,642.09	\$65,611.72	\$66,595.90
Level 2 Step 4	\$64,658.36	\$66,468.79	\$67,465.83	\$68,477.81
Level 3 Step 1	\$66,433.10	\$68,293.23	\$69,317.63	\$70,357.39
Level 3 Step 2	\$68,206.71	\$70,116.50	\$71,168.25	\$72,235.77
Level 3 Step 3	\$69,982.56	\$71,942.07	\$73,021.20	\$74,116.52
Level 3 Step 4	\$71,736.71	\$73,745.34	\$74,851.52	\$75,974.29
Level 4 Step 1	\$73,535.36	\$75,594.35	\$76,728.27	\$77,879.19
Level 4 Step 2	\$75,309.53	\$77,418.20	\$78,579.47	\$79,758.16
Level 4 Step 3	\$77,087.60	\$79,246.05	\$80,434.74	\$81,641.26
Level 4 Step 4	\$78,862.88	\$81,071.04	\$82,287.11	\$83,521.41
Level 5 Step 1	\$80,635.94	\$82,893.75	\$84,137.15	\$85,399.21
Level 5 Step 2	\$82,411.79	\$84,719.32	\$85,990.11	\$87,279.96
Level 5 Step 3	\$84,187.08	\$86,544.32	\$87,842.48	\$89,160.12
Level 6 Step 1	\$87,145.33	\$89,585.40	\$90,929.18	\$92,293.12
Level 6 Step 2	\$90,106.37	\$92,629.35	\$94,018.79	\$95,429.07
Level 6 Step 3	\$93,064.62	\$95,670.43	\$97,105.49	\$98,562.07
Level 7 Step 1	\$96,023.43	\$98,712.09	\$100,192.77	\$101,695.66
Level 7 Step 2	\$98,984.47	\$101,756.04	\$103,282.38	\$104,831.61
Level 7 Step 3	\$101,942.72	\$104,797.12	\$106,369.07	\$107,964.61
Level 8 Step 1	\$105,493.85	\$108,447.68	\$110,074.39	\$111,725.51
Level 8 Step 2	\$109,043.87	\$112,097.10	\$113,778.55	\$115,485.23
Level 8 Step 3	\$112,596.11	\$115,748.80	\$117,485.03	\$119,247.31

SCHEDULE 2

RURAL CITY OF MURRAY BRIDGE HR POLICIES AND MANAGEMENT GUIDELINES

Policy / Management Guideline Name	ID	Manager
HR - Breastfeeding policy	729182	HR
HR - Children in the Workplace	980377	HR
HR - Corporate Wardrobe and General Appearance	714119	HR
HR - Dealing with Difficult Dangerous or Disruptive Customers	822672	HR
HR - Defence Reserve Service Leave	729178	HR
HR - Delegations	679254	HR
HR - Development of a Constructive Workplace Culture	980381	HR
HR - Employee Behaviour	1056574	HR
HR - Employee Conduct Behavior & Performance Policy	1056574	HR
HR - Employee Discipline	1056570	HR
HR - Employee Performance	1056560	HR
HR - Employee Travel	1019959	HR
HR - Formal Study	676559	HR
HR - Framework Employee Conduct Behaviour & Performance	1056557	HR
HR - Guide to writing a position description	822772	HR
HR - Higher Duties	822662	HR
HR - Leave Management Guideline	729177	HR
HR - Leave policy	729176	HR
HR - Local Government Centre Staff working protocols - outdated remove	268165	HR
HR - Police Checks and Screenings	980372	HR
HR - Purchased annual leave	729179	HR
HR - Reclassification based on workplace learning guideline	1225960	HR
HR - Recruitment Policy	822663	HR
HR - Recruitment Procedure	822666	HR
HR - Recruitment Guideline	822665	HR
HR - Redeployment and Training	980375	HR
HR - Termination of Employment Management Guideline	783524	HR
HR - Termination of Employment Policy	952508	HR
HR - Toolkit Employee Conduct Behaviour & Performance	1056593	HR
HR - Training & Development Guideline Annual Budget Management	1028948	HR
HR - Working from Home Management Guideline	729181	HR
HR - Working from Home Policy	729180	HR
HR - Working from Home Agreement	732883	HR
Staff Reward and Recognition Policy (of Service)	754839	Council