



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

MID MURRAY COUNCIL (ASU) ENTERPRISE AGREEMENT NO 7-2017

File No. 3049 of 2018

This Agreement shall come into force on and from 23 July 2018 and have a life extending for a period of 36 months therefrom.

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



DATED 14 AUGUST 2018.

COMMISSIONER AIKENS

MID MURRAY COUNCIL (ASU) ENTERPRISE BARGAINING AGREEMENT NO 7 - 2017

CLAUSE 1 TITLE

This Agreement shall be known as the Mid Murray Council (ASU) Enterprise Agreement No 7 – 2017.

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CLAUSE 3 DEFINITIONS

Agreement	Means the Mid Murray Council (ASU) Enterprise Agreement - No 7 of 2017
Award	Means the South Australian Municipal Salaried Officers Award
Council	Means the Mid Murray Council
Consultation	Is the process that will have regard to employee's interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The objective of consultation is reaching agreed outcomes.
Continuous Service	Is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined within the Local Government Act.
Employer	Means the Mid Murray Council
Employee	Means an employee of the Council who performs work covered by this Agreement and the Award.
Family care giver.	Shall include any person who relies on the employee as a primary
Salary	Shall mean total income, including superannuation payment, use of vehicle, or regular overtime. Where a motor vehicle is part of an employee's package, then the negotiated value of the motor vehicle shall form part of the employee's 'gross salary'. For the purposes of the Agreement, full private use of the motor vehicle shall equal an annual total of \$12,500.00 and commuter use shall equal \$3,000.00.
Union	Means the Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union or ASU.
Union Workplace Representative	Shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members on any consultative committee.

CLAUSE 4 PARTIES BOUND

This Agreement will be binding upon -

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

CLAUSE 5 COMMITMENT TO COLLECTIVE BARGAINING

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

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence operation from the date of certification and remain in force until 30 September 2020. This Agreement will be reviewed and may be renegotiated during the final three months of the period.

CLAUSE 7 RELATIONSHIP TO AWARD AND EXISTING AGREEMENTS

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

CLAUSE 8 OBJECTIVES OF AGREEMENT

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

8.1.6.2 Establishment of 'performance indicators' by benchmarking.

8.1.6.3 Improving the range, quality and efficiency of services.

8.1.6.4 Exploring income generation strategies.

8.1.6.5 Development of services which are viable, cost competitive and effective.

8.1.7 Adoption of practices to improve standards of Work Health and Safety.

8.1.8 Developing ways of improving work practices by implementing new work processes and introducing technology.

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

CLAUSE 9 EMPLOYEE RELATIONS

The parties recognise -

9.1 That involvement of employees in decision making processes on issues which may impact on them is an essential ingredient of a productive workplace and a satisfied workforce.

9.2 The need to work in partnership and cooperation with each other.

9.3 Recognises the legitimacy of employees pursuing their industrial rights without victimisation, discrimination, or disadvantage.

CLAUSE 10 CONSULTATIVE MECHANISM

10.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the following consultative structures are the appropriate forums in regard to enterprise bargaining and other human resource matters -

10.1.1 Staff meetings will be convened at least bimonthly to ensure proper dissemination of information.

10.1.2 Enterprise Bargaining Negotiating Committee -

10.1.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall be members of the Australian Services Union.

10.2 Union Workplace Representative -

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

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

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

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

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

10.2.4 Leave Entitlement for Union Committees -

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

CLAUSE 11 CHANGE MANAGEMENT

11.1 The parties recognise that ongoing change is required for continuous improvement, income generation, productivity improvements and cost savings and this is a feature of the work environment and that appropriate management of change is essential.

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

11.2.1 Change to work practices.

11.2.2 Introduction of new technology.

11.2.3 Change in workforce size and/or structure.

11.2.4 Resource sharing or amalgamation with other organisations.

11.2.5 Consideration of alternative service delivery.

11.3 As soon as any change is proposed, there should be consultation with the employees affected. There will be full, open and honest disclosure of all information relevant to the proposed change.

11.4 Reclassification -

11.4.1 Any request for reclassification shall be examined and determined by the employer within two months of receipt of such application. Date of reclassification shall take effect from date of application.

11.4.2 The applicant shall be provided with written confirmation of the decision. If the applicant is unsuccessful, written reasons shall be provided.

11.4.3 Any member not satisfied with the determination may access the dispute resolution/grievance of the Agreement.

11.5 Amalgamation Proposal -

11.5.1 Where an amalgamation or boundary change which impacts on staff of this Council is proposed the following process shall occur forthwith -

11.5.2 An Amalgamation Consultative Committee shall be established to discuss and agree to procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising -

Two Workplace Representatives
Chief Executive Officer
ASU Industrial Officer

11.5.3 The Chief Executive Officer shall approach the other Council or Councils to confirm the establishment of a Joint Amalgamation Consultative Committee comprising -

Two Workplace Representatives from each Council
The Chief Executive Officer from each Council
ASU Industrial Officer

To discuss and agree to procedures dealing with issues affecting staff of all Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

11.5.4 The Amalgamation Agreement shall include but not be limited to the following -

Job Security
General Principles for Workforce Merger
Introduction of new Organisational Structure
Grievance/Dispute Resolution Procedure
Redeployment Policy

Part-time Work Policy
Outplacement of Staff Voluntary
Separation Packages

11.6 Vacancies -

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

CLAUSE 12 EMPLOYMENT SECURITY

- 12.1 There shall be no forced redundancies during the life of this Agreement.
- 12.2 Any determination being made regarding redundant positions will be made by the organisation in consultation with the Union.
- 12.3 The means of adjustment in those situations where organisational change results in the position being no longer required will be dealt with via natural attrition, or in one of the following ways -
- 12.3.1 Redeployment to a position of the same classification level.
- 12.3.2 Redeployment to a position of lower classification level with income maintenance.
- 12.3.3 Voluntary separation package.

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

12.4 Redeployment -

- 12.4.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 12.4.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 12.4.3 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances and Enterprise Agreement increases due under the pre-redeployment position.
- 12.4.4 The employee must agree to the redeployment which shall occur under the Redeployment and Retraining Guidelines attached at Appendix 1.
- 12.4.5 The employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.

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

12.5 Voluntary Separation Package -

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

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

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

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

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

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

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

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

CLAUSE 13 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY AND PRODUCTIVITY

13.1 Training -

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

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

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

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

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

13.2 Study Leave -

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

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

Or

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

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

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

13.3 Part Time Employees -

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

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

- 13.3.2.1 Employees may work up to 38 hours per week within the normal span of hours without attracting overtime.
- 13.3.2.2 All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in Clause 13.4 of this agreement.
- 13.3.2.3 Opportunities will be investigated for employees to enter into Job Share arrangements. However, any job share shall be the subject of an agreement between the Council and the Employee.

13.3.3 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.

13.4 Flexible Hours -

- 13.4.1 This clause will not apply to officers employed at the Mannum Leisure Centre, Libraries, Day Care Centres, Visitor Information Centres/Offices and those employed as part-time officers in a job share situations, who shall continue to be employed under the relevant Award provisions or individual Hours Agreements already in place.
- 13.4.2 The ordinary hours of work shall be 152 hours to be worked over 19 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays.
- 13.4.3 The normal working hours of employees shall be 8 hours per day between the hours of 8.30 am and 5.15 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 12 noon and 2.00 pm.
- 13.4.4 By mutual agreement, and to take account of specific circumstances such as seasonal work periods or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to -
 - 13.4.4.1 Change the starting or finishing time, provided that the 8 hour day is worked between the hours of 7.30 am and 7.30 pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
 - 13.4.4.2 Increase the number of hours worked, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays, without attracting penalty rates.
- 13.4.5 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 13.4.2 above. Where this occurs it will be recorded and such record to be made available to the Union upon request.

- 13.4.6 Where an employee works additional time in accordance with this Clause such time shall be taken off at a mutually agreed time, provided such leave must be granted and taken within five months from the date of accrual unless otherwise mutually agreed. If, because of organisational constraints, time-off cannot be taken within the five months, accrued time shall be paid at time and a half. Provided, however, an employer may direct and employee to take time accrued within five months of the time of the leave falling due.
- 13.4.7 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.
- 13.4.8 Clause 5.1.8 of the Award shall continue to apply for relevant staff supervising Works Depot employees.

13.5 9 Day Fortnight -

- 13.5.1 Where requested by an employee or groups of employees and with the prior approval of the Council/Chief Executive Officer, employees may access a 9 day fortnight where the ordinary hours of work shall be 76 hours to be worked over a 9 days of a two week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays. The Chief Executive Officer retains the right to investigate the feasibility of this option and make the final determination regarding access to this option for any employee or group of employees.
- 13.5.2 The parties to this Agreement accept that by introducing access to a 9 day fortnight, Council/Chief Executive Officer may refuse such access to individuals or groups of individuals if it is deemed by the Council or Chief Executive Officer that the continuation of customer service may not be satisfactorily met, or that an additional financial burden would be incurred in providing relief staff to cover these periods.
- 13.5.3 Access to a 9 day fortnight may not be unreasonably withheld if arrangements deemed by Council/Chief Executive Officer as being satisfactory can be made for continuation of customer service at minimal cost.

CLAUSE 14 PAYROLL DEDUCTIONS

- 14.1 Council will continue the current practice of payroll deductions.
- 14.2 Payment of Council Rates -
 - 14.2.1 Employees who are ratepayers within the Mid Murray Council may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions, with due dates to be as stated on the Rates Notice.
 - 14.2.2 Notwithstanding clause 14.2.1 it is the employee's responsibility to meet their individual obligations in relation to payment of rates.

CLAUSE 15 CHRISTMAS/NEW YEAR CLOSURE

- 15.1 Council shall continue the practice of closing the offices between Christmas and New Year.
- 15.2 The Council shall provide alternatives for employees to cover the period. This could include the banking of any 'rostered day off', or the utilisation of flexible time credit (where appropriate), or the use of recreation leave to cover the leave taken.

CLAUSE 16 CORPORATE WARDROBE

- 16.1 All employees agree to abide by the employer's requirement for the wearing of its corporate wardrobe.
- 16.2 Council shall provide a subsidy for each employee working in excess of 30 hours per week of \$450.00 (four hundred and fifty dollars) including GST for renewal of such corporate wardrobe on the first day of July each year. Employees working more than 19 hours but less than 30 hours shall receive 75% of the full allowance and employees working less than 19 hours shall receive 50% of the full subsidy.
- 16.3 Each newly appointed employee working more than 30 hours per week shall, on completion of a probationary period, receive the full subsidy of \$450.00 (four hundred and fifty dollars) including GST towards the cost of the corporate wardrobe. Part-time employees shall receive either 75% or 50% of this amount in accordance with the formula set out in sub-clause 16.2.
- 16.4 An employee's unspent allocation is cumulative.

CLAUSE 17 ORGANISATION COMPETITIVENESS/CONTINUOUS IMPROVEMENT

- 17.1 In seeking to achieve the objectives of this agreement the parties will undertake a process of constant review of the organisation to ensure it is operating at a high level of productivity and efficiency. The parties are committed to implementing identified improved work and management practices.
- 17.2 In pursuing organisational competitiveness, there may be a need to redesign jobs. Should this occur, such redesign shall be undertaken against a background of clearly stated objectives.

CLAUSE 18 CARER'S LEAVE

- 18.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to one years leave without pay to care for an immediate family member subject to the following conditions, however, permission will not be unreasonably withheld -
- 18.2 The employee shall have three years continuous service at the time of taking the leave.
- 18.3 The employee must be the primary care-giver for the person concerned.

- 18.3.1 The 'person concerned' must be a member of the employee's immediate family or household.
- 18.3.2 The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child, or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee.
- 18.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and length of absence.
- 18.5 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 18.6 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Award or Agreement.
- 18.7 An employee on carer's leave for up to three months is entitled to the position that he or she held immediately before proceeding on carer's leave.
- 18.8 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 18.9 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond one year.
- 18.10 Carer's leave may be taken immediately following a period of Parental Leave (where applicable.) In these instances the combined period of leave shall not extend beyond two years.
- 18.11 Carer's leave shall not be taken 'back to back' with professional development leave.
- 18.12 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.

CLAUSE 19 PROFESSIONAL DEVELOPMENT LEAVE

- 19.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to one years leave without pay to undertake a course of study, or to take up a vocational or professional development placement subject to the employee having three years continuous service with the Council at the time of commencing the leave. Such leave will not be unreasonably withheld.
- 19.2 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.

- 19.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Award or Agreement.
- 19.4 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.
- 19.5 An employee, upon returning to work after professional development leave of not less than three months duration, shall be entitled to a position at the same classification level.
- 19.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.

CLAUSE 20 SICK LEAVE/FAMILY LEAVE

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

CLAUSE 21 ANNUAL AND LONG SERVICE LEAVE

21.1 Where an employee's contracted weekly hours or classification are reduced the number of hours of annual and long service leave accrued from their commencement date shall be preserved.

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

Leave taken in accordance with this clause 21.2 will be processed as a combination of both paid and unpaid leave.

For the avoidance of doubt, employees do not accrue leave entitlements during periods of unpaid leave. 21.3 Upon application and following consideration of the needs of the organisation, staff may be granted long service leave following 7 years service.

CLAUSE 22 FAMILY VIOLENCE

22.1 Mid Murray Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Council is committed to providing support to staff that experience family violence.

CLAUSE 23 BREASTFEEDING RIGHTS

23.1 Mid Murray Council are 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.

CLAUSE 24 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

24.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply -

24.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

24.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.

24.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative, if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.

24.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.

24.1.5 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.

- 24.1.6 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.

24.2 Enterprise Bargaining Agreement Dispute Resolution -

- 24.2.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 24.2.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of its members employed by the Council.
- 24.2.3 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.

CLAUSE 25 PERFORMANCE MANAGEMENT

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

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

CLAUSE 26 POOR PERFORMANCE PROCESS

- 26.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training and counselling measures should be utilised in order to achieve positive outcomes.
- 26.2 Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 25 should be applied.

CLAUSE 27 INCOME PROTECTION POLICY

- 27.1 Employees when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.
- 27.2 Council will provide 24 hours accident and illness insurance for all employees as per the CPA Income Protection Policy.

CLAUSE 28 SUPERANNUATION AND SALARY SACRIFICE

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

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to StatewideSuper:
 - (i) 3% of the employee's salary; and
 - (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
 - (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed of StatewideSuper.

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

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

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

CLAUSE 29 RECRUITMENT AND PROMOTION

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

CLAUSE 30 CASUAL EMPLOYMENT

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

CLAUSE 31 RIGHT OF ENTRY

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

CLAUSE 32 TRADE UNION TRAINING LEAVE

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

CLAUSE 33 PAY INCREASES

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

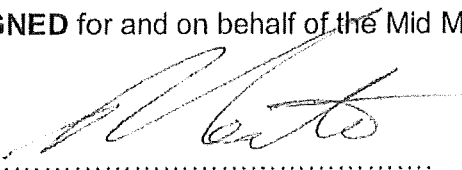
- 33.1 From the commencement of the first pay period following 1 October 2017, employees will receive an increase of the Consumer Price Index (CPI) for the year ending September Quarter 2017 (Adelaide Capital City).
- 33.2 From the commencement of the first pay period following 1 October 2018, employees will receive a further increase of the Consumer Price Index (CPI) for the year ending September Quarter 2018 (Adelaide Capital City).
- 33.3 From the commencement of the first pay period following 1 October 2019, employees will receive a further increase of the Consumer Price Index (CPI) for the year ending September Quarter 2019 (Adelaide Capital City).

CLAUSE 34 NO FURTHER CLAIMS

- 34.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases, except as provided for under this Agreement.
- 34.2 This agreement shall not preclude increases granted by the National Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such National Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.


CLAUSE 35 SIGNATORIES


SIGNED for and on behalf of the Mid Murray Council on the 27th day of June 2018 by



Witness.....

SIGNED for and on behalf of the Australian Municipal, Administrative, Clerical and Services Union on the 5th day of July 2018 by



Witness.....

APPENDIX 1 - REDEPLOYMENT AND RETRAINING GUIDELINES

1. INTRODUCTION

- 1.1 The Council shall endeavour to provide ongoing employment in accordance with the Change Management Clause of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Councils employ.
- 1.2 The employee will be consulted, with the aim of reaching agreement on the acceptability of a position to the individual, prior to redeployment to that position.
- 1.3 To facilitate redeployment, employees will -
 - (a) Have assistance in the form of career counselling and the provision of financial advice as appropriate.
 - (b) Be encouraged to apply for vacant positions at any level provided they meet the selection criteria for the vacant position to the satisfaction of the appropriate Manager and it is consistent with their skills and interests.
- 1.4 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 1.5 Notwithstanding the contents of these guidelines the employer will endeavour to ensure that in all instances the best person for the job will be appointed.

2. PURPOSE

The purpose of this policy is to enable the Management to redeploy people to meet the employer's needs in a fair and consistent manner.

3. RESPONSIBILITY

- 3.1 All Managers are responsible for the effective implementation and administration of this policy.
- 3.2 The Enterprise Bargaining Committee is responsible for monitoring the effectiveness of this policy.
- 3.3 The employee is responsible to genuinely consider all reasonable redeployment options and locations.

4. MANAGEMENT OF REDEPLOYMENT

In accordance with the Change Management Clause of this Agreement appropriate consultation will occur prior to the introduction of change.

- 4.1 When an employee occupies a position which is declared surplus to requirements the appropriate supervisor shall -
 - 4.1.1 Immediately advise the Chief Executive Officer.
 - 4.1.2 Retain responsibility for the welfare of the employee until redeployment.
 - 4.1.3 Give the employee written confirmation of the proposed change to their employment conditions. It is noted that the Employment Security Clause 13 sets out salary maintenance provisions.
 - 4.1.4 Meet with the employee on a regular basis (at intervals to be agreed between the employee and supervisor) to discuss options or developments and to outline the process and assistance available to them.
- 4.2 The overriding priority in redeployment is to place the employee in a position (full-part time) that is acceptable to the employer and the employee. To facilitate this, the following options will be considered -
 - 4.2.1 Same job type.
 - 4.2.2 Same work level.
 - 4.2.3 Similar job type or work level (same \$), minor skill difference that can be learnt in 3-6 months.
 - 4.2.4 Different job type*.
 - 4.2.5 Different work level*.

* Employee will be required to undertake appropriate training and skill development.
- 4.3 The Chief Executive Officer will be responsible for coordinating the redeployment program. This will include -
 - 4.3.1 Advising redeployees of appropriate job opportunities.
 - 4.3.2 Arrange a skill survey for each redeployee.
 - 4.3.3 Providing appropriate support and counselling as required.
 - 4.3.4 Ensuring redeployees are properly informed of their employment status.
 - 4.3.5 Ensuring the appropriate Union is consulted.
 - 4.3.6 Ensure identified training needs are satisfied.

- 4.4 The Manager of the area to which the employee is to be redeployed is responsible for -
 - 4.4.1 Supporting employees redeploying to their Department.
 - 4.4.2 Arranging for employees redeployed to their Department to be properly inducted into the local work environment paying particular attention to occupational health, safety and welfare issues.
 - 4.4.3 Arranging appropriate training for employees who have been redeployed to their Department.
 - 4.4.4 Preparing ongoing feedback on performance and development.
 - 4.4.5 Ensuring temporary redeployees are provided with all necessary support to enable them to properly undertake the temporary assignment.

5. EMPLOYEES REQUIRING REDEPLOYMENT

- 5.1 Employees requiring redeployment will be given information, support and opportunity by their Managers to fulfil the following responsibilities -
 - 5.1.1 To fully inform themselves of the various options available.
 - 5.1.2 To actively and positively seek an approved position compatible with their skills.
 - 5.1.3 To seriously consider any positions offered by the employer.
 - 5.1.4 To undertake training which is considered necessary to enable them to carry out the duties of the position to which they are redeployed.

6. TRAINING

Training and development programs will be developed to meet an individual employee's needs and the employer's operational requirements. The training or retraining of an employee to enable redeployment to an identified position should be given priority over normal operational training, except where such training is for safety reasons.

7. TEMPORARY PLACEMENT

- 7.1 Where an approved position is not readily available, excess employees may be seconded or temporarily transferred to another job. This could include assisting with short term placements to meet customer services. Placements of this nature should be seen as opportunities to enhance future work prospects and may require some additional training.
- 7.2 Where possible temporary placements should be of a reasonable duration, not exceeding four weeks.

- 7.3 Managers will monitor all temporary placement arrangements to ensure that the employee's needs and the Council's customer service needs are being met.

8. PROCEDURE

The employer will maintain a register of employees declared surplus and -

- 8.1 Ensure a skill survey is conducted for each redeployee.
- 8.2 Advise each employee of potential vacancies.
- 8.3 Ensure identified training needs are satisfied.
- 8.4 Ensure all redeployees are fully informed of these guidelines.

MID MURRAY COUNCIL

ASU PAY SCHEDULE

AS PER ENTERPRISE BARGAINING AGREEMENT NO 7 - 2017

Classification	Wage - As Per EB Agreement No 7 - 2017 1/10/2017 1.80% CPI as at Sept 2017 for Adelaide	Wage - As Per EB Agreement No 7 - 2017 1/10/2018 CPI % as at Sept 2018 for Adelaide	Wage - As Per EB Agreement No 7 - 2017 1/10/2019 CPI % as at Sept 2019 for Adelaide
Municipal Officer			
General Officers			
Stream			
Level	\$ per annum	\$ per annum	\$ per annum
Level 1A-1	47178		
Level 1A-2	48459		
Level 1A-3	49736		
Level 1A-4	52293		
Level 1-1	53868		
Level 1-2	54930		
Level 1-3	56421		
Level 1-4	58021		
Level 1-5	59620		
Level 1-6	61217		
Level 2-1	62835		
Level 2-2	64431		
Level 2-3	66034		
Level 2-4	67629		
Level 3-1	69227		
Level 3-2	70827		
Level 3-3	72422		
Level 3-4	74022		
Level 4-1	75622		
Level 4-2	77216		
Level 4-3	78817		
Level 4-4	80417		
Level 5-1	82521		
Level 5-2	83609		
Level 5-3	85207		
Level 6-1	87872		
Level 6-2	90534		
Level 6-3	93197		
Level 7-1	95862		
Level 7-2	98524		
Level 7-3	101183		
Level 8-1	104387		
Level 8-2	107580		
Level 8-3	110775		

MID MURRAY COUNCIL

ASU PAY SCHEDULE

AS PER ENTERPRISE BARGAINING AGREEMENT NO 7 - 2017

Classification	Wage - As Per EB Agreement No 7 - 2017	Wage - As Per EB Agreement No 7 - 2017	Wage - As Per EB Agreement No 7 - 2017
Municipal Officer	1/10/2017	1/10/2018	1/10/2019
Senior Officers Stream	1.80% CPI as at Sept 2017 for Adelaide	CPI % as at Sept 2018 for Adelaide	CPI % as at Sept 2019 for Adelaide
Level	\$ per annum	\$ per annum	\$ per annum
Level 1-1	87872		
Level 1-2	90534		
Level 1-3	93197		
Level 2-1	95862		
Level 2-2	98524		
Level 2-3	101183		
Level 3-1	104387		
Level 3-2	107580		
Level 3-3	110775		
Level 4-1	114059		
Level 4-2	118218		
Level 5-1	123414		
Level 5-2	127574		
Level 6-1	132766		
Level 6-2	136927		
Level 7-1	142122		
Level 7-2	148358		
Level 8-1	156672		
Level 8-2	164985		
Level 9	177458		
Level 10	198243		
Level 11	222272		
Level 12	243061		

AUSTRALIA

STATUTORY DECLARATION

(1) Here insert name, address and occupation of person making

the declaration

I Russell Peate, Chief Executive Officer of Mid Murray Council, 49 Adelaide road, Mannum SA 5238

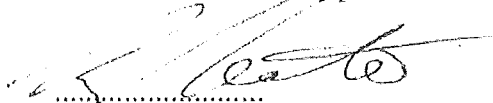
do solemnly and sincerely declare that:-

(2) Here insert matter declared. Where the matter is long, add the words 'as follows'; and then set the matter out in numbered paragraphs.

1. I am an officer authorised to make this declaration on behalf of the Mid Murray, the "Employer".
2. I make this declaration in respect of the *Mid Murray Council Enterprise Agreement No 7 - 2017*.
3. The Employer has entered into the Enterprise Bargaining Agreement.
4. The Council has so authorised me to represent the Council as defined in the said Agreement.

I make this solemn declaration by virtue of the *Statutory Declaration Act 1959* as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing the statement contained in this declaration to be true in every particular.

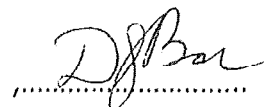
(3) Signature of person making the declaration



Declared at Mannum
On 23rd June, 2018

(4) Signature of person before whom the declaration is made

before me



DENNIS GRAHAM BOCK
JUSTICE OF THE PEACE
..... SOUTH AUSTRALIA
No. 10572

(5) Here insert printed name, qualification and address of person before whom the declaration is made

24 BORRAN AVE MANNUM

NOTE:- A person who wilfully makes a false statement in a statutory declaration under the Statutory Declarations Act 1959 as amended is guilty of an offence against that Act, the punishment for which is a fine not exceeding \$200 or imprisonment for a term not exceeding six months or both if the offence is prosecuted summarily, or imprisonment for a term not exceeding four years if the offence is prosecuted upon indictment.

COPY

**Schedule 1—Notice of intention to negotiate enterprise agreement
under the *Fair Work Act 1994***

To All Internal Employees

- 1 Take notice that MID MURRAY COUNCIL proposes to begin negotiations for an enterprise agreement.
- 2 The—
 - (a) proposed date for commencement of negotiations¹ is: **June 2017**
 - (b) proposed place for commencement of negotiations is: **Meeting Room, Mannum Council Office, 49 Adelaide Road, Mannum.**

- 3 It is proposed that the enterprise agreement will bind the following employees:

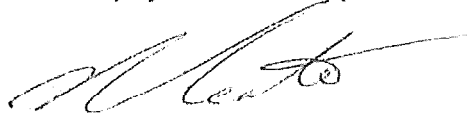
All Internal Employees.

- 4 Employees have the right to be represented in the negotiation of, and in any proceedings for approval of, the enterprise agreement by the Employee Ombudsman, an employee association registered under the Act, or another agent of your choice.²
- 5 Employees to be involved in these negotiations can gain access to copies of the industrial awards which currently regulate their employment in the following manner:

Award	How to obtain access
South Australian Municipal Salaried Officers Award	Download from the Safework SA website or Hard copy available through Triana Hill or Karen Lyall, HR/Payroll Officer

Employees should note that under the *Fair Work Act 1994* your employer is bound to provide you with a copy of your award upon request unless you have previously requested a copy of the award in the last 12 months or your employer has been relieved of the obligation to provide a copy of the award by the Industrial Relations Commission of South Australia.

- 6 Signature of employer or authorised person:



Date: 16/5/2017

Notes—

- 1 Under section 76(1) of the Act this date cannot be less than 14 days from the date that this notice is given to employees.
- 2 Under section 76(2) of the Act an employer is required to inform employees of their right to representation in the negotiation and proceedings for approval of an enterprise agreement. Employers should also note that under section 76(3) of the Act an employer who is aware that an employee is a member of a registered association must take reasonable steps to inform the association that negotiations for an enterprise agreement are about to begin.
- 3 Under section 76(4) of the Act an employer is required to ensure that employees have reasonable access to any applicable award.