

RURAL CITY OF MURRAY BRIDGE MUNICIPAL OFFICERS ENTERPRISE AGREEMENT 2015

File No. 9157 of 2015

This Agreement shall come into force on and from 23 December 2015 and have a life extending until 30 June 2018.

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

DATED 23 DECEMBER 2015.



COMMISSION MEMBER



Bridge to Opportunity

The Rural City of
**MURRAY
BRIDGE**

Rural City of Murray Bridge

Municipal Officers Enterprise Agreement 2015

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PART 1. APPLICATION AND OPERATION OF AGREEMENT

1.1 TITLE

This Agreement shall be known as Rural City of Murray Bridge Municipal Officers Enterprise Agreement 2015.

1.2 DEFINITIONS

'Act'	means the Fair Work Act 1994, as varied.
'Agreement'	means Rural City of Murray Bridge Municipal Officers Enterprise Agreement 2015.
'Award'	means South Australian Municipal Salaried Officers Award, as varied.
'Board of Reference'	means a Board constituted by a Chairperson nominated by the Industrial Relations Commission of South Australia as provided for in Clause 2.3 of the Award which hears and resolves position classification disputes classifications.
'CEO'	means the Chief Executive Officer of Council.
'Commission'	means the Industrial Relations Commission of South Australia
'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'	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. For the purposes of redeployment and income maintenance shall mean annual salary and superannuation.
'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.
'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.

1.3 SCOPE AND PARTIES BOUND

This Agreement is binding on the following parties:

- (i) The Rural City of Murray Bridge;
- (ii) All employees employed and classified under the General Officers Stream of the Award; and
- (iii) 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.

1.4 PERIOD OF OPERATION

This Agreement shall take effect from the date of certification by the South Australian Industrial Relations Commission with a nominal expiry date of 30 June 2018.

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 within six months prior to the expiry of this Agreement.

If negotiations for the new agreement should continue beyond the nominal expiry date of 30/06/18, 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 30/06/18 and the new agreement taking effect.

1.5 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.

1.6 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:

- (i) reviewing systems and processes across all business units;
- (ii) identifying and implementing initiatives and improvements in performance and service provision; and
- (iii) 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 1.8.3 and 2.1 of this Agreement.

1.7 ENTERPRISE AGREEMENT CONSULTATIVE COMMITTEE

1.7.1 The Enterprise Agreement Consultative Committee (EACC) 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 EACC members shall have the responsibility to:

- 1.7.2.1 consult with employees regarding the terms and conditions of this Agreement; and
- 1.7.2.2 negotiate the terms and conditions of this Agreement.

1.8 JOINT CONSULTATIVE COMMITTEE

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

1.8.1 The Joint Consultative Committee (JCC) comprises:

- 1.8.1.1 Three Employer representatives nominated by the Employer;
- 1.8.1.2 Three Employee representatives elected by Employees by ballot with the majority deciding the outcome; and
- 1.8.1.3 External parties, as applicable or invited from time to time.

1.8.2 Employee representatives may be EACC members or otherwise call for nomination and selection of representatives to undertake the following:

- 1.8.2.1 Review and monitor the operation and implementation of this Agreement;
- 1.8.2.2 Assist with the resolution of disputes arising out of the operation of this Agreement; and
- 1.8.2.3 Meet to formally review the outcomes of the initiatives and changes arising from this Agreement.

1.8.3 The JCC shall meet at least six-monthly or as otherwise agreed to:

- 1.8.3.1 Form part of the consultation process and consider issues deemed to be of 'significant impact' to Employees' interests;
- 1.8.3.2 Hear and acknowledge reports and ideas generated by Employee and Employer representatives on a range of issues;
- 1.8.3.3 Make recommendations to the Employer, where appropriate, through consensus; and

1.8.3.4 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:

- a. organisation, division or workgroup meetings;
- b. direct discussion with the immediate Manager or Team Leader;
- c. formal workplace meetings conducted by designated JCC members; and /or
- d. 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 Commission for determination by conciliation and/or arbitration. The parties agree to be bound by a decision of the Commission.
- 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 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.

- 2.3.1 The Employer will engage a workplace culture survey, in consultation with the Joint Consultative Committee during 2015/16
- 2.3.2 A workplace culture survey will then be conducted every subsequent two years.
- 2.3.3 Results of the survey are to be distributed to all employees in a timely manner and prior to setting of any indicators.
- 2.3.4 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.
- 2.3.5 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.
- 2.3.6 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.

This policy will include, but not limited to, ensuring process 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.

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

2.1 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 which will be produced by the Joint Consultative Committee within 6 months of ratification of this document.

- 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 3.1.3.1 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 this past, present and future effort of staff this Agreement provides for salary increases at a rate over and above CPI in the first year, reducing to anticipated CPI increases in years 2 and 3.

Upon certification of this Agreement, the following salary increases shall apply:

1. An increase of 2% to apply from the first full pay period on or after 1 July 2015;
 2. An increase of 2.5% to apply from the first full pay period on or after 1 July 2016.
 3. An increase of 2.5% to apply from the first full pay period on or after 1 July 2017.
- 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

- 4.3.1 Statewide Super is the Employer's nominated superannuation fund.
- 4.3.2 Employees may choose any eligible superannuation fund as their preferred fund, however where an Employee does not make a choice of fund, Statewide Super shall be the Employer's default fund.
- 4.3.3 Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund at any time during the life of this Agreement.
- 4.3.4 The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by the 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 of insurance 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 insurer's Income Protection Insurance Policy.

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.

- 4.4.3 4. Accruals of leave entitlements shall not apply to Employees who are absent from work and receive payments via income protection insurance.

The period of time absent on Income protection will not break service, but shall not count towards service.

- 4.4.4 The Employer shall provide employees with an insurance policy to top up salaries when a decrease is experienced under the workers compensation scheme. This will ensure all employees injured at work receive full pay for the duration of the injury.

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

4.1 WORKING HOURS

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 2.00 pm excluding employees engaged on roster arrangements where other arrangements will be made.

The span of ordinary hours shall be from Monday to Friday to be worked between the hours of 7.30 am and 7.30pm excluding public holidays.

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.

4.2 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:
- (a) The hours per day do not exceed ten hours
 - (b) (i) The hours are worked within a spread of hours of 7.30 am to 7.30 pm Monday to Friday excluding public holidays.
(ii) 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(b)(i).
 - (c) The additional hours do not exceed 10 hours per week in excess of ordinary hours.
 - (d) 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.
 - (e) 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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
- (e) 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.
- (f) Seasonal employees who have accrued TOIL hours pursuant to (d) herein shall be paid at the end of the season at the ordinary rate of pay.
- (g) 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
- (h) 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:

- (a) the payment of penalties and loadings continuing to apply under sub-clause 5.2.4.4 herein
- (b) the total daily hours worked do not exceed ten hours per day;
- (c) the hours are worked within the span of hours prescribed in 5.2.4.1 herein; and
- (d) 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

- (a) Employees paid up to and including Level 4 increment 3 shall be paid an additional 15% loading for all hours worked beyond 5.00 pm;
- (b) 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;
- (c) Employees paid at Level 6 increment 2 and above shall not receive a loading;
- (d) 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;
- (e) 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.

5.2.7 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:

- (a) 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;
- (b) 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;
- (c) accessing Flexibank shall be agreed between an Employee and their manager;
- (d) 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
- (e) additional hours worked without prior approval shall be forfeited.
- (f) employees may not create a deficit in flexi hours.
- (g) Notwithstanding (f) 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.

5.3.2 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:
 - (a) payment at the relevant overtime rate; or
 - (b) 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.

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:
- (a) any genuine purpose relating to his/her sickness
 - (b) any genuine purpose relating to illness of family or domestic caring responsibilities
 - (c) 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:
- (a) 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
 - (b) where an employee has been counselled about their behaviour and continues to engage in inappropriate behaviour; or
 - (c) Council has a valid reason.

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.

In the absence of appropriate documentation being provided, personal leave may not be paid and the absence from work will be seen as unauthorised.

- 6.1.9 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

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

- (a) 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.
- (b) Purchased Annual Leave cannot be taken at half pay.
- (c) 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.

6.3 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 without the express written approval of the Chief Executive Officer.

- 6.3.6 Long service leave may be cashed out, in part, by submitting a Request to Cash Out Long Service Leave Form available on the intranet. A minimum period of four weeks long service leave should be retained.
- 6.3.7 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 12 months continuous service with the Council will be entitled to 12 weeks of Paid Parental Leave 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 Maternity, Adoption or Supporting Partner leave, an Employee may take Unpaid Parental Leave to enable them to continue to be the primary care-giver of the newborn or adopted child.
- 6.4.1.8 An eligible Employee may take a period of Unpaid Parental Leave of up to 12 months, less any period of Maternity, Adoption or Supporting Partner Leave taken.
- 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 Maternity, Adoption or Supporting Partner leave over a period of up to 24 weeks at a rate of half normal salary. The first 12 weeks of leave counts as service for all purposes. Any leave in excess of 12 weeks does not count as service for any purpose.

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.

6.4.2 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:

- 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;
- The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- 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
- Absence from work during paid partner's leave shall count as service for the accrual of sick leave, annual leave and long service leave.

A request for Paid Partner's Leave must be submitted to the Chief Executive Officer 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:

- the adoptive child is under school age on the day of placement; and
- the adoptive child did not previously live with the Employee for a period of six months or more before the day of placement; and
- 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:

- 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.
- A change room at the Gallery. There is an adequate kitchen for storing and washing equipment.
- 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.
- The library already has a specific space for feeding and attending to all baby's needs.
- The Training Room at Lerwin. There is an adequate kitchen for storing and washing equipment.
- 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 maternity leave at their current rate for those employees having 12 months continuous service with Council.

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 (inclusive of GST)
- Within the Financial Year following the initial issue and annually thereafter Up to \$400 (inclusive 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 TRANSITION TO RETIREMENT

- 7.3.1 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.

- 7.3.2 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.
- 7.3.3 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:
- a) the employee has completed at least five (5) years continuous service with Council;
 - b) the employee has reserved a minimum of fifteen (15) days to take annual leave each year;
 - c) 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;
 - d) 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;
 - e) 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;
 - f) the employee has received advice from their nominated superannuation fund on how the change of employment arrangements affects their superannuation; and
 - g) the employee is aware that when opting for part time hours, long service leave will accrue and be paid in accordance with the Long Service Leave Act.
- 7.3.4 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.
- 7.3.5 Employees may elect to retire earlier than the date originally nominated by the employee.
- 7.3.6 Fixed term contract and casual employees are excluded from this Clause.

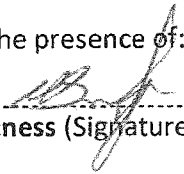
PART 8. SIGNATORIES

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:



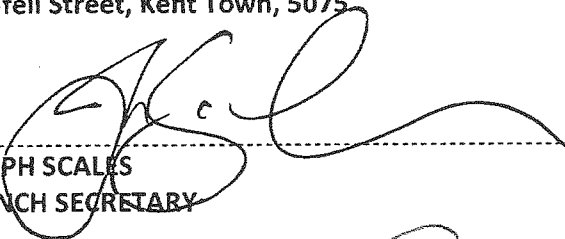
Witness (Signature)

MATTIN SMALLERIDGE

(print name)

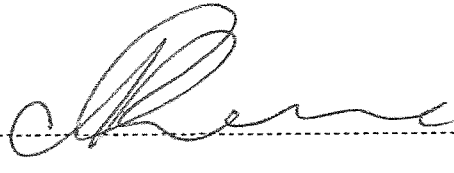
DATED the 17th day of November..... 2015

SIGNED FOR AND ON BEHALF OF THE AUSTRALIAN SERVICES UNION
Grenfell Street, Kent Town, 5075



JOSEPH SCALES
BRANCH SECRETARY

In the presence of:



Witness (Signature)

NECIA BEATRICE PASCALÉ

(print name)

DATED the 20 day of NOVEMBER..... 2015

Schedule 1. SALARY SCHEDULE - GENERAL OFFICERS STREAM

	Existing	2% from FPP on or after 1 Julv 2015	2.5% from FPP on or after 1 Julv 2016	2.5% from FPP on or after 1 Julv 2017
Level	Annual Salary			
Trainee 1st Yr [72%]	\$37,268.80	\$38,014.18	\$38,964.53	\$39,938.64
Trainee 2nd Yr [82%]	\$42,445.03	\$43,293.93	\$44,376.28	\$45,485.69
Trainee 3rd Yr [92%]	\$47,621.24	\$48,573.66	\$49,788.01	\$51,032.71
Level 1 Step 1	\$43,068.07	\$43,929.43	\$45,027.67	\$46,153.36
Level 1 Step 2	\$44,106.44	\$44,988.57	\$46,113.28	\$47,266.12
Level 1 Step 3	\$45,545.75	\$46,456.67	\$47,618.08	\$48,808.53
Level 1 Step 4	\$47,096.45	\$48,038.38	\$49,239.34	\$50,470.32
Level 1 Step 5	\$48,645.43	\$49,618.34	\$50,858.80	\$52,130.27
Level 1 Step 6	\$50,192.69	\$51,196.54	\$52,476.46	\$53,788.37
Level 2 Step 1	\$51,762.22	\$52,797.46	\$54,117.40	\$55,470.34
Level 2 Step 2	\$53,312.92	\$54,379.18	\$55,738.66	\$57,132.12
Level 2 Step 3	\$54,863.61	\$55,960.88	\$57,359.90	\$58,793.90
Level 2 Step 4	\$56,412.58	\$57,540.83	\$58,979.35	\$60,453.84
Level 3 Step 1	\$57,959.85	\$59,119.05	\$60,597.02	\$62,111.95
Level 3 Step 2	\$59,508.83	\$60,699.01	\$62,216.48	\$63,771.89
Level 3 Step 3	\$61,057.80	\$62,278.96	\$63,835.93	\$65,431.83
Level 3 Step 4	\$62,587.93	\$63,839.69	\$65,435.68	\$67,071.57
Level 4 Step 1	\$64,155.75	\$65,438.87	\$67,074.84	\$68,751.71
Level 4 Step 2	\$65,704.73	\$67,018.82	\$68,694.30	\$70,411.65
Level 4 Step 3	\$67,255.43	\$68,600.54	\$70,315.55	\$72,073.44
Level 4 Step 4	\$68,804.40	\$70,180.49	\$71,935.00	\$73,733.38
Level 5 Step 1	\$70,353.38	\$71,760.45	\$73,554.46	\$75,393.32
Level 5 Step 2	\$71,902.36	\$73,340.41	\$75,173.92	\$77,053.27
Level 5 Step 3	\$73,451.34	\$74,920.37	\$76,793.38	\$78,713.21
Level 6 Step 1	\$76,033.54	\$77,554.21	\$79,493.07	\$81,480.39
Level 6 Step 2	\$78,614.02	\$80,186.30	\$82,190.96	\$84,245.73
Level 6 Step 3	\$81,196.21	\$82,820.13	\$84,890.64	\$87,012.90
Level 7 Step 1	\$83,778.42	\$85,453.99	\$87,590.34	\$89,780.10
Level 7 Step 2	\$86,358.90	\$88,086.08	\$90,288.23	\$92,545.44
Level 7 Step 3	\$88,941.10	\$90,719.92	\$92,987.92	\$95,312.62
Level 8 Step 1	\$92,040.78	\$93,881.60	\$96,228.64	\$98,634.35
Level 8 Step 2	\$95,137.01	\$97,039.75	\$99,465.74	\$101,952.39
Level 8 Step 3	\$98,236.68	\$100,201.41	\$102,706.45	\$105,274.11

SCHEDULE 2

RURAL CITY OF MURRAY BRIDGE LIST OF HR POLICIES AND MANAGEMENT GUIDELINES

Policy Name	ID	Date Endorsed	Manager
Absences - Communication	268142	2/07/07	HR
Code of conduct – Employees	679144	14/02/14	HR
Conference attendance - external	268138	18/07/06	HR
Corporate Wardrobe	268144	11/8/08	HR
Fair Treatment Policy	289239	3/8/09	HR
Fair Treatment Procedure	289239	01/07/09	HR
Formal Study	676779	29/01/14	HR
HR Delegations		23/04/13	HR
Local Government Centre Staff Working Protocols	268165	12/09/07	HR
Recruitment	268176	19/12/06	HR
Recognition of Years of Service	201398	11/05/09	HR
Sick Leave Absences	268175	4/07/07	HR
Volunteer Policy	633522	29/01/13	HR