

October 2020

Mornington Peninsula Shire Council

1. Current agreements to form the basis of any new agreement (all separate agreements consolidated into a single agreement), with common terms no less favourable than those applicable to other council employees. For example, Personal Leave provisions of 25 days per year.
2. Three-year agreement.
3. Bereavement leave to increase to 5 days per occasion.
4. 4% or \$40 per week pay increase each year for the life of the agreement whichever is greater, backdated to the expiry date of the current agreement.
5. Allowances to be adjusted by 4% per annum.
6. The 3 working days between Christmas and New year to be provided as time off without deduction from leave entitlements.
7. Employees who are required to be on call, rostered nights of weekends to have an additional 1 week of annual leave entitlement.
8. Personal leave to be paid out upon an employee ceasing employment with MPSC.
9. Additional 3 days leave for use in an emergency, i.e. storm or fire damage to property, burglary, or the like.
10. Paid rest breaks to be provided to employees working at Waste Disposal site (specific to Appendix).
11. Parking spaces to be provided at crossing locations for use by School Crossing Supervisors (Specific to Appendix).
12. Time in Lieu to accrue at the applicable overtime rate.
13. Casual employees to be offered permanent employment after 6 months of regular ongoing employment, removing the option for an additional 6 months period.
14. No forced redundancy for the life of the agreement.
15. Redundancy pay is to be 4 weeks of pay per year of completed service. For any incomplete year, the calculation is to be pro-rata.
16. Establish a committee to implement strategies to achieve gender equity.
17. Access to paid leave and support when going through IVF treatment.
18. Access to paid leave and support as a surrogate or intended parent consistent with the paid parental leave provisions of the agreement.
19. Paid leave to attend mandatory meetings associated with adoption.

20. Paid leave to attend medical appointments associated with pregnancy.
21. Transfer to safe job when pregnant.
22. 18 weeks paid parental leave for the Primary Carer, where the Primary Carer dies, the same benefits will apply. Paid leave where termination of a pregnancy after 20 weeks, or the death of a child occurs.
23. Access to leave and flexible working arrangements to provide Foster care, care for grandchildren and elders.
24. Personal leave available to be taken without a certificate to be 12 days per year
25. Availability Duty Allowance:
 - a. Rate to be calculated on the bases of the individual's hourly rate at double time for weekdays and triple time for weekend and Public holiday
 - b. Increase minimum payment to 2 hours on Monday to Friday and 3 hours on Sat/Sun/PH.
 - c. Between the hours of 10pm to 7am a rate of double time and half of employee's hourly rate will be payable.
26. Overtime Rates to be paid on rostered weekend shifts: Saturday: 1.5 hours for first 2 hours and then double time Sunday: Double time Public Holiday: Double time and half.
27. Rights of the Union(s) in Corporate Inductions Sessions: Council recognises the right of the Union(s) to be reasonably involved in corporate induction sessions for new Employees and will facilitate such involvement. This includes ASU officials and delegates.
28. Dispute resolution procedure to include "any other work-related matter".
29. Consultative Committee to be provided with Casual, fixed term, labour hire/agency staff numbers.
30. Fixed term contracts to be limited to 12-month period or 2 years for maternity leave cover.
31. Introduction of change clause to be amended to read "prior to definite decision being made".
32. Recognising the current and constant changing situation with the COVID-19 pandemic, the ASU reserves its rights to table further claims during the period of bargaining.

33. Rights of a Union Delegate:

An Employee elected as a union delegate of his or her own Union shall be afforded the following rights:

- They shall be permitted to be present at any discussion between members of his or her Union and the local management of the workplace if either the Union member or local management requests the presence of the representative;

- They shall be allowed reasonable time off work during ordinary working hours without loss of pay or employment benefits for the purpose of representing the Union's members within his or her workplace;
- They shall be permitted, after giving a reasonable explanation to his or her supervisor, time off during ordinary working hours without loss of pay or employment benefits for the purpose of representing the Union members employed by Council not within his or her workplace, provided that the supervisor of the area the representative wishes to visit shall be notified in advance;
- They shall be permitted to display written material authorised by the Union on Council notice boards and to distribute such written material to members within the relevant workplace provided that such material is not offensive;
- They shall be recognised by and granted access to local management and other Council representatives empowered to make decisions so that the accredited representative can adequately carry out his or her functions;
- They shall be granted access to areas within the workplace where such access is necessary to enable the representative to carry out his or her functions in the workplace concerned;
- They shall be allowed secure, private storage facilities and reasonable access to telephones and private interviewing facilities.

34. Hot and Extreme Weather

When any of the conditions listed below affects, or is expected to affect, areas in which Employees are engaged in work that may be adversely affected by Hot or Extreme Weather, those Employees and management shall consult regarding the performance of that work. The primary consideration in deciding how and if work shall continue will be the health and safety of Employees.

The conditions relevant are the following: Heat Health Alerts, Extreme winds, Thunderstorms, any other potentially dangerous weather conditions as agreed or where the temperature rises above 38 degrees Celsius.

The temperature will be measured by reference to the nearest automatic Bureau of Meteorology Monitoring Station or agreed alternative method of temperature measurement.

For further information please contact:

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