

Mornington Peninsula Shire

Log of Claims

Current Clause Number (General EA)	Clause Detail	Claim	Rationale
General			
New	N/A	Seek to extend the life of the EAs to four years	Allows for a greater length of time for implementation of changes and assessment prior to negotiations for next Agreement
New	N/A	In combining the EAs into one, appendices to be created for Aged & Disability Services and Nursing staff. Common terms and conditions are taken from the General Agreement	
4 – Coverage	<i>Current clause includes 'Executive Officers' as not being covered by the Enterprise Agreement. Executive Officers are defined under clause 5.2: "Executive Officer means an employee who is remunerated above \$190,000 per annum and/or sits on the Council's Executive Management Team as directed by the Chief Executive Officer"</i>	Extend the definition of 'Executive Officers' not covered by the Enterprise Agreement	Provide a more expansive definition which will allow for implementation of changes under the new Local Government Act 2020. This will also assist in reducing the number of different employment arrangements currently in place at MPS.
13.5 – Introduction of Change	<i>"For the purposes of such discussion, the Council shall provide in writing to the employees concerned, their representatives and the relevant Union all information about the changes on employees, and any other matters likely to affect employees, provided that the Council shall not be required to disclose confidential information where the disclosure of such would be harmful to the Council's interest"</i>	Remove the word 'all' but retain the detail of what information topics required to be provided.	Removing the word 'all' from this clause will help to clarify what information is required as part of a formal change process. MPS has a transparent approach to providing information on change, however, is seeking clarify to the requirement to only provide relevant information.

Mornington Peninsula Shire

Log of Claims

Salaries			
19 – Annual Review	<i>“An annual review will be undertaken by the Council for all full-time and part-time employees.”</i>	Create a new clause which outlines eligibility for increment increases only where annual performance review outcome indicates that the employee has met expectations for that financial year	<p>This new clause would assist in ensuring that increment increases (separate to the annual wage increase) will be processed following an overall positive performance review result.</p> <p>This will ensure that increment increases will not be awarded to staff members whose performance would not be in line with performance and capability. This is a more consistent approach with our industry.</p>
24.1 – Wages	<i>The 2016 wage increases were 2.4% for the first year and 2.2% for each subsequent year.</i>	<p>Salary increases as follows:</p> <ul style="list-style-type: none"> - 0% in year one - 1.5% or 75% of rate cap, whichever is higher, in subsequent years 	<p>The impact of the COVID-19 pandemic on Council's 2020-2021 budget has been significant with a reduction in non-rate revenue of \$6.4M. Added to this is the real risk of an increase in the non-payment of rates which will significantly impact Council's cash flow position. To accommodate this real and potential impact, and in order to maintain a balanced budget, there has been no provision for any increase in employee expenses excluding workcover costs and movement within Bandings.</p> <p>For subsequent years, MPS is ensuring that wage increases are responsible and sustainable when considering the implementation of rate capping. The current rate cap is 2%. Where rate capping increases, this calculation allows for the benefits of this to be passed on to staff by allowing whichever is higher to be the annual salary increase. Rates & Charges represent approximately 75% of Council's income so it is critical that all costs are managed within this financial framework.</p>

Mornington Peninsula Shire

Log of Claims

24.3 - Wages	<i>The 2016 Agreement allowed for a 'one-off' cash payment following approval of the Agreement by Fair Work Commission.</i>	Remove the 'one-off' cash payment provision of the EA	MPS does not intend to offer a cash payment following approval of the Agreement in line with salary expenditure requirements for 2020/2021. Such a provision is not common, we are not seeking to buy out anything, there is no reason to offer it "We see no valid reason in retaining such clause given the intent of the new EA and the financial limitations currently being experienced"
New	N/A	Create a clause to provide provisions for 'junior' rates as per Award	Junior rates inclusion would provide MPS with a greater opportunity to employ staff into junior positions and is provided from in the Award, but not our Agreement.
New	<i>Current salary bandings range from Band 1 to Band 8.</i>	Extend the salary bandings to allow for Band 9 and 10.	The current banding levels leaves an approximate \$25K gap in salaries between the EA and Senior Officer salaries, which could be further impacted under the provisions of the new LGA. Expanding the salary bandings in line with the Award will allow for greater flexibility in managing hard to fill positions and attraction strategies for complex and senior positions.
Workforce Flexibility			
21 – Flexible Working Arrangements	<i>"To balance organisational and personal needs and in addition to clause 20 the Council will provide opportunity for employees to:</i> (a) <i>Undertake some work responsibilities from their homes provided the nature of the works compatible with it being undertaken away from the office;</i> (b) <i>Undertake a job share arrangement provided that the nature of the work is compatible with it being shared between two staff;</i> (c) <i>Purchase leave as detailed in clause 42 (Purchased Leave); and</i> (d) <i>Vary start and finish times."</i>	Alter the existing clause to read: To balance organisational and personal needs and in addition to clause 20 the Council will provide opportunity for employees to alter their working arrangements, including the ability to	Altering this clause will allow a broader definition of flexibility arrangements employees can request. This was a key feedback request from our staff as we move to a more flexible workplace.

Mornington Peninsula Shire

Log of Claims

21 – Flexible Working Arrangements	<i>Clause 21.3 – “The arrangements will be subject to annual review to ensure that these outcomes continue to be met. Request to access flexible work arrangements will not be unreasonably refused. Applications for and responses to request will be made in writing.”</i>	Alter the clause to clarify the ability for MPS to reject a request on ‘reasonable business grounds. Alter the clause to clarify the requirement of MPS to respond to requests within 21 days.	Altering this clause will align the Flexible Working Arrangement provisions with the Fair Work Act National Employment Standards requirements.
New	N/A	Create a clause which provides: <ul style="list-style-type: none"> - Eligible reasons for standing down staff; - The process required should standing down of staff occur; and - Support structures required and available should standing down of staff occur. <p>It is proposed that the clause will allow for options such as redeployment, taking of leave or reduction of working hours/salaries as an alternative to standing down of staff.</p>	Recent times have identified that unlike some other Councils, MPS does not have a provision which outlines the reasons, process and support structures in place should a requirement to stand down staff occur. Whilst this is a last resort for MPS (which we have proven to date in terms of COVID-19 impact), without this clause MPS would have to rely on the provisions of the Fair Work Act which does not provide appropriate detail around reasons, process and support structures.
Leave Provisions			
New	N/A	Create a clause which provides ability to ‘cash out’ annual leave. The clause should detail appropriate reasons, leave balances and that this could only be enacted on staff member request.	A key feedback request from staff was to include the ability to ‘cash out’ annual leave, particularly for those with excessive leave balances. Currently, if a clause allowing this is not included in the Enterprise Agreement, then this is not possible.

Mornington Peninsula Shire

Log of Claims

<p>35.1 and 35.2 – Personal/ Carers Leave Entitlement</p>	<p><i>Clause 35.1 – “Each employee will be advised in writing of their entitlement to personal/carer’s leave within 14 days of the Agreement commencing. The following calculation will be used to calculate each employee’s personal/carer’s leave entitlement as at the commencement of the Agreement”</i> <i><Calculation provided></i></p> <p><i>Clause 35.2 – “Once the Agreement commences operation, all staff employed before the commencement date of this Agreement:</i> <i>(a) Will have a minimum entitlement to 18 personal/carer’s leave days and any additional leave as provided from by clause 35.1; and</i> <i>(b) Will accrue 18 days of paid personal/carer’s leave for each year of service. This entitlement accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year.</i></p>	<p>Delete these clauses</p>	<p>As these clauses were included to manage the transition to a new Personal/Carers Leave entitlement, they are now no longer relevant or required.</p>
<p>35.11 – Personal/ Carers Leave Entitlement</p>	<p><i>“The Executive Manager, Human Resources has discretion to require a medical certificate to be furnished with respect to any absence in order to monitor and manage continuous and frequent absences”</i></p>	<p>Remove clause 11</p>	<p>Clause 11 is not required to be included in the Agreement.</p>
<p>35.14 – Personal/ Carers Leave Entitlement</p>	<p><i>“Instances of unsatisfactory attendance shall be referred to the HR Manager for appropriate action”</i></p>	<p>Replace clause 14 with a new clause which provides ability for MPS to require an employee to attend an independent medical examination in</p>	<p>The amendment to this clause will allow greater focus on supporting employees to return to work safely following personal illness or injury. This will also provide MPS with greater clarity on expected length of absences to allow for workforce</p>

Mornington Peninsula Shire

Log of Claims

		circumstances of long-term illness, return to work planning or fitness for work concerns	planning and backfill where required.
39.8 – Requirement to take annual leave – excessive accrual	<p><i>“The Council may require an employee to take annual leave by giving at least four (4) weeks’ notice in the following circumstances:</i></p> <p><i>a) As part of a close-down of its operations; or</i></p> <p><i>b) Where more than eight (8) weeks’ leave is accrued, provided the employee retains a balance of at least eight (8) weeks.”</i></p>	Amend the clause to alter the balance required to be retained from 8 weeks to 4 weeks.	<p>The current clause limits the ability for MPS to appropriately manage its leave liability and ensure that employees are using their annual leave to take a break from work.</p> <p>Altering the required balance to 4 weeks will ensure that an appropriate leave balance is still retained following the reduction of excessive leave.</p>
Other Employment Arrangements			
22 – Termination of Employment	N/A	Create a new clause which provides terms for managing abandonment of employment	There is not currently clear position on the ability and process requirements in terminating a staff member who no longer attends work without any advice to MPS.
23 – Redundancy	<p><i>Clause 23.5 (b) – “Severance pay is calculated on the basis of two (2) weeks for each completed year of service, to a maximum of 48 weeks.”</i></p>	Reduce the severance pay maximum from 48 weeks to 26 weeks.	<p>MPS considers that a 48-week cap on severance pay is very high and not in line with standards across the public sector.</p> <p>A 26 week cap provides for 6 months salary on top of the 4 week notice period, \$12K lump sum payment and leave entitlements which is believed to be sufficient to mitigate the impacts of a redundancy on long term employees. This is currently in place for all executive officers.</p>
23 – Redundancy	<p><i>Clause 23.5 (d) – “A payment for the loss of motor vehicle usage as follows:</i></p> <p><i>i) Where a motor vehicle is part of an employee’s salary package, no payment shall be made, but the value of the motor vehicle in accordance with the salary package agreement shall form part of the employees “rate of</i></p>	Remove the ‘Loss of Motor Vehicle Usage’ provisions	In recognition of the changes to the Fleet policy, compensation for the loss of a motor vehicle following redundancy will not be required.

Mornington Peninsula Shire

Log of Claims

	<p>pay” for the purposes of determining the payment to be made.</p> <p>ii) Where a motor vehicle is provided in circumstances other than those specified above, the weekly value of the motor vehicle for the purposes of severance payment shall be determined by dividing the following amounts by 52 and adding that payment to the employee’s weekly rate of pay for the purposes of determining the payment to be made: \$11,640 for full private use (or as per annualised salary agreement) \$5,550 for limited private use \$2,400 for commuter use.</p>		
25.2 – Vehicle Allowance	<p>“Where the Council requires an employee to use their own vehicle in or in connection with the performance of their duties, such employee will be paid an allowance for each kilometre of authorised travel as set out in Appendix 1.”</p>	<p>Amend the clause to state: “Where the Council requires and has authorised an employee to use their own vehicle”</p>	<p>This amendment reflects the requirements for authorised usage for eligibility for vehicle allowance.</p>
25.3 – Vehicle Allowance	<p>“For a period of two (2) years following the approval of the Agreement, the vehicle allowance applied will depend on whether the employee’s vehicle has six (6) cylinders or four (4) cylinders or less. After the Agreement has operated for a period of two (2) years, the lesser vehicle allowance rate will apply, as set out in Appendix 1.</p>	<p>Remove clause 3</p>	<p>This clause is no longer relevant in the new EA as the applicable two-year period has now expired.</p>
25.7 – Mobile Library Allowance	<p>“Where the Council requires an employee to perform duties in a mobile library they will be paid an allowance as set out in Appendix 1.”</p>	<p>Retain this clause but move from the General Allowances clause and add to the Library Appendix (Appendix 6)</p>	<p>Streamlining of specific workforce entitlements</p>

Mornington Peninsula Shire

Log of Claims

26.1 – Higher Duties	<i>“An employee directed or appointed to relieve in a higher level position where the employee is required to perform the substantive functions of the role for more than five (5) days will be paid at the higher hourly ordinary rate pursuant to Appendix 1.”</i>	Amend the clause to clarify that the higher hourly ordinary rate shall be at the base of the applicable acting position band.	Amending to remove confusion around higher duties rates.
31.7 – Span of Hours	This clause details the ordinary hours of duty for employees	Insert a new category for Asset Protection staff to enable 7am to 7pm Monday to Sunday work.	Including this additional group of specific ordinary hours will allow the Asset Protection team to respond to emerging construction compliance issues on weekends.
Appendices			
Appendix 2 – Shire Rangers	<p><i>Summarised clause - The Vehicle Usage clause provides:</i></p> <ol style="list-style-type: none"> <i>1. entitlement for commuter use of a vehicle in line with the Shire vehicle policy</i> <i>2. entitlement to choose to salary sacrifice for full private use of the ‘tool of trade’ 4 door vehicle and outlines salary sacrifice arrangements</i> <i>3. The ability to alter arrangements for commuter or full private use at the end of leases.</i> <i>4. Specifications for the types of vehicles for private use.</i> 	Remove Vehicle Usage clause	<p>In line with the changes to the Fleet Policy, remove entitlements to vehicles.</p> <p>This will no longer be treated as a term or condition of employment and will be managed according to specific need as outlined in Fleet Policy.</p> <p>This is in recognition of the financial impact of fringe benefits tax vehicle usage has for MPS and broad principle that rate payers should not be funding private use of vehicles.</p> <p>Vehicles will still be made available for business use.</p>
	<i>Summarised clause – The Annualised Salary clause includes the annualised salary arrangements for Shire Rangers and what it comprises</i>	Clarify the annualised salary annual review requirements and record keeping requirements	In line with Award requirements, inserting clauses that clarify the requirement for an annual review of the appropriateness of the annualised agreement, and the requirement to keep specific hours of work and other record keeping requirements associated with all Annualised Agreements.

Mornington Peninsula Shire

Log of Claims

<p>Appendix 3 – The Briars Staff Provisions</p>	<p><i>Clause 5 - “The vehicle shall be provided for all employees to use as required for business purposes. This vehicle shall remain on the property from Monday to Friday. The staff member who is rostered on for duty on the weekend shift shall take the vehicle home after finishing duty on the Friday night, and leave the vehicle on the property on Sunday night at the completion of the Sunday shift.</i></p>	<p>Remove Vehicle Usage clause</p>	<p>In line with the changes to the Fleet Policy, remove entitlements to vehicles.</p> <p>This will no longer be treated as a term or condition of employment and will be managed according to specific need as outlined in Fleet Policy.</p> <p>This is in recognition of the financial impact of fringe benefits tax vehicle usage has for MPS and broad principle that rate payers should not be funding private use of vehicles.</p> <p>Vehicles will still be made available for business use.</p>
	<p><i>Summarised clause – The Annualised Salary clause includes the annualised salary arrangements for the Briars staff and what it comprises</i></p>	<p>Clarify the annualised salary annual review requirements and record keeping requirements</p>	<p>In line with Award requirements, inserting clauses that clarify the requirement for an annual review of the appropriateness of the annualised agreement, and the requirement to keep specific hours of work and other record keeping requirements associated with all Annualised Agreements.</p>
	<p><i>Summarised clause – The Ordinary Hours clause provides details around:</i></p> <ol style="list-style-type: none"> 1. <i>the span of hours – currently 7am to 7pm Monday to Sunday</i> 2. <i>the number of weekends and public holidays Briars Staff are required to work.</i> 	<p>Alter the restriction on number of weekends/public holidays to allow for individual flexibility requests and greater demand in peak periods</p> <p>Increase span of hours from 7am to 7pm to 7am to 10pm to allow for greater flexibility requests and changes in service requirements</p>	<p>This increased span of hours and flexibility for the Briars staff will enable greater flexibility for team member requests, greater ability to manage peak periods, and also respond to the changing nature of the Briars service.</p>
	<p><i>Summarised clause – The Employee classifications clause provides details on the salary levels associated with Position Titles.</i></p>	<p>Review or remove the classification linkages to position titles. Align classifications to the standard classification descriptors.</p>	<p>Linking to position titles reduces flexibility around position requirements or changes required to titles and would be better suited to align position requirements to standard classification descriptors</p>
<p>Appendix 4 – Waste</p>	<p><i>Summarised clause – The Annualised Salary clause</i></p>	<p>Clarify the annualised salary annual review</p>	<p>In line with Award requirements, inserting clauses that clarify the</p>

Mornington Peninsula Shire

Log of Claims

Disposal Staff	<i>includes the annualised salary arrangements for the Waste Disposal staff and what it comprises</i>	requirements and record keeping requirements	requirement for an annual review of the appropriateness of the annualised agreement, and the requirement to keep specific hours of work and other record keeping requirements associated with all Annualised Agreements.
Appendix 5 – Recreation & Community Staff Provisions	<i>Summarised clause – The Annualised Salary clause includes the annualised salary arrangements for the Recreation & Community staff and what it comprises</i>	Clarify the annualised salary annual review requirements and record keeping requirements	In line with Award requirements, inserting clauses that clarify the requirement for an annual review of the appropriateness of the annualised agreement, and the requirement to keep specific hours of work and other record keeping requirements associated with all Annualised Agreements.
Appendix 7 – Children’s Crossing Supervisors Part Time Staff Provisions	<i>Summarised clause – The Annualised Salary clause includes the annualised salary arrangements for the Recreation & Community staff and what it comprises</i>	Clarify the annualised salary annual review requirements and record keeping requirements	In line with Award requirements, inserting clauses that clarify the requirement for an annual review of the appropriateness of the annualised agreement, and the requirement to keep specific hours of work and other record keeping requirements associated with all Annualised Agreements.
	<p><i>“A medical certificate will be required:</i></p> <ol style="list-style-type: none"> <i>1. For any sick leave/carers leave exceeding three (3) days; and</i> <i>2. Immediately before or after a public holiday.”</i> 	Remove the medical certificate requirements and refer back to general provisions	This will ensure consistent medical certificate requirements across all employees.
NEW Appendix – Nurses	N/A	<p>Add clauses as reflected in current Nurses Agreement:</p> <ul style="list-style-type: none"> - Add minimum engagement provisions for casual staff - Add additional allowances as per current clause 20, with the exception of removing meals and accommodation eligibility where employer cannot provide the 	These new clauses will ensure that the current entitlements in the Nurses Enterprise Agreement which differ from the General Agreement provisions are captured in the combined Agreement.

Mornington Peninsula Shire

Log of Claims

		<p>appropriate transport</p> <ul style="list-style-type: none"> - Add additional hours of work provisions as per current clause 23 - Add additional weekend penalty rates requirements as per current clause 24 - Add additional overtime requirements as per current clause 25 - Remove personal leave entitlements in line with length of service and keep as a standard 18 days per year - Add additional annual leave requirements as per current clause 29 - Add workload provisions as per current clause 43 	
NEW Appendix – Aged & Disability Services		<p>Add clauses as reflected in current Aged & Disability Services Agreement:</p> <ul style="list-style-type: none"> - Add CCW starting point as premises of first client - Add additional allowances as per current clause 25 - Add additional hours of work provisions as per current clause 30 - Add additional overtime requirements as per current clause 32 - Remove personal leave entitlements 	<p>These new clauses will ensure that the current entitlements in the Aged & Disability Enterprise Agreement which differ from the General Agreement provisions are captured in the combined Agreement.</p>

Mornington Peninsula Shire

Log of Claims

		in line with length of service and keep as a standard 18 days per year	
--	--	--	--