

**MERRI CREEK MANAGEMENT  
COMMITTEE INC**

**ENTERPRISE BARGAINING  
AGREEMENT**

**No 2**

**2002**

## **1 TITLE**

This Agreement shall be known as the Merri Creek Management Committee Inc (MCMC) Enterprise Bargaining Agreement No 2 2002.

## **2 ARRANGEMENT**

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## **3 PARTIES BOUND**

This Agreement shall be binding on:

Merri Creek Management Committee Inc

And

The Australian Municipal, Administrative, Clerical and Services Union and Employees of MCMC who are eligible to be members of the Union.

#### **4 DATE AND PERIOD OF AGREEMENT**

Subject to this Agreement, this Agreement shall operate from the date it is certified by the Australian Industrial Relations Commission and shall remain in force until 17 January 2004.

#### **5 AIM OF AGREEMENT**

This Agreement aims to:

- enhance the relationship built on integrity and mutual respect between MCMC and its employees.
- provide Merri Creek stakeholders with the highest level of quality service.
- "...ensure the preservation, restoration, environmental protection and ecologically sensitive development and maintenance of the Merri Creek and adjoining catchment areas.

This will be achieved through commitment to viability, skills acquisition, flexibility and maximum productivity

#### **6 OBJECTIVES OF THIS AGREEMENT**

The objectives of this Agreement are:

- To continue to foster a co-operative working relationship based on integrity and mutual respect between the Member Groups, Committee of Management, the Manager and Merri Creek Management Committee employees.
- To help achieve MCMC's Statement of Purposes through increases in quality, productivity and scope of work.
- To detail conditions of employment and generate innovative methods that are efficient and are of a high quality standard.
- To ensure by the adoption of industry best practice that this is the minimum standard in place in the work place at any time.

#### **7 RELATIONSHIP WITH OTHER AWARDS**

- (a) This Agreement shall be read and interpreted in conjunction with the Victorian Local Authorities Award 2001.
- (b) In the event of any inconsistency between the Award and this Agreement, this Agreement shall prevail to the extent of the inconsistency.

## **8 HOURS OF DUTY**

**8.1** The parties acknowledge that the flexibility provided by this Clause enhances MCMC's competitiveness, commitment and ability to effectively fulfil contractual requirements, whilst maintaining the health and well being of the staff.

**8.1.1** Ordinary hours will be a 70 hour 9 day fortnight to be worked between 6.00am and 6.00pm, Monday to Friday inclusive.

**8.1.2** Provided that by agreement between the parties, the ordinary hours of duty for all, or some employees, depending on the nature of the work to be carried out, may extend beyond the hours set out in Clause 8.1.1.

**8.1.3** Employees may be required to work beyond their normal finishing time, but will not be required to work more than 10 hours per day, unless by agreement.

### **8.2 Working Hours Arrangements**

**8.2.1** In determining the hours of work MCMC employees are to consider:

- The most effective and efficient use of their time to meet the service delivery requirements.
- The most effective way of completing contracts to the highest possible standards.
- The most effective way of meeting MCMC's needs for satisfying seasonal requirements of the work, taking into account Occupational Health and Safety considerations.

**8.2.2** Working Hours Arrangements will be developed for employees where this is necessary to provide the flexibility to meet the service delivery or training requirements. These arrangements will allow employees to work up to 160 hours per four-week cycle to meet the seasonal requirements of the work. By agreement hours worked in excess of 140 hours per each four-week cycle will be recorded and 'banked'. In the absence of agreement and where an employee/s is/are directed to work in excess of the hours stated above normal overtime provisions shall apply.

**8.2.3** Employees may be required to work their rostered day off due to peak seasonal demand. Where a rostered day off is worked, it will be 'banked'. The time will be accrued at the hours

equivalent to those actually worked on the day. It is not the intention of the Parties that more than two rostered days off be banked consecutively.

**8.2.4** It is the intention of the parties that banked time will be taken at a mutually agreed time within the year from April to March in which it was accrued, but in any case no more than 5 days can be accrued at any one time.

**8.2.5** The starting and finishing times of work shall be those that are required to provide the service, and may vary between departments but will generally be those that are in place at the commencement date of this agreement. However, different starting or staggered starting times to meet peak seasonal demands, workloads or other seasonal/weather related issues, may be implemented, by agreement of majority of employees at the departmental level.

**8.2.6** Employees required for emergency work (*less than 24 hours notice*), on weekends or Public Holidays will be paid at normal overtime rates.

**8.2.7** Standard overtime rates will apply where work is required to be performed outside of the normal spread of hours worked by the employees concerned.

## **9 OCCUPATIONAL HEALTH AND SAFETY**

MCMC undertakes to provide as far as practicable a safe, healthy and risk free work environment for its employees by maintaining the following standards & practices:

- Identify, use and maintenance of Safety equipment
- Morning exercises for areas as identified
- Counselling through the Employee Assistance Scheme
- Medical examinations on commencement of employment and offering appropriate immunisations i.e. Hepatitis and Tetanus shots
- OH&S meetings
- Incident reporting
- Vehicle & equipment checks
- First aid kits on the premises and in all vehicles.

It is the intention of the parties to ensure that sufficient numbers of staff are available with level 2 first aid training for there to be one available to all work groups. All staff are to hold a current Level 1 first aid training.

All employees of Merri Creek Management Committee shall ensure that as far as practicable, they provide and maintain a working environment for staff and members of the community that is safe and without risk to health.

Staff shall comply with all Occupational Health and Safety Acts, relevant Regulations, Codes of Practice and Merri Creek Management Committee Policies and Procedures as outlined in the Staff Handbook.

The Management's Staff Consultative Committee will devote appropriate time to the consideration of workplace practices as developed by the OH&S Committee that will reduce or eliminate safety hazards.

MCMC's Staff Handbook will continue to be developed through the Consultative Committee.

## **10 INCLEMENT WEATHER, BREAKDOWN**

Where an employee is unable to undertake their ordinary duties as a result of inclement weather or break down of plant or equipment. The employee shall in the first instance be offered alternative duties (ie. plant maintenance, in-house training etc.), or if suitable alternative duties cannot be found, and subject to agreement between the employee and the supervisor, be rostered off. Provided that no employee can be rostered off due to inclement conditions, or breakdown in excess of 38 hours in any financial year without the consensus of MCMC employees.

## **11 CAREER PATHS**

It is the intention of the parties to support career progression where possible whether this is internally or externally.

Some of the mechanisms for achieving this may include but may not be limited to:

- Sharing around higher duties
- Offering vacancies internally first
- Mentoring
- Training in higher duties or proficiencies
- Support for study leave either financially or in-kind

### **11.1 Staff Development Scheme**

MCMC shall have a Staff Development Scheme that identifies the human resources requirements needed to meet the overall goals of the organisation. Consultation with unions shall occur prior to a final decision being made on the substance of the Scheme. Unions shall provide a final response to an employer proposal within 14 days.

The Staff Development Scheme shall provide, as a minimum, for the following broad principles:

- All employees to have access to a current position description.
- The development of agreed individual plans as required.
- Annual review of plans to take place within 2 months of anniversary of appointment. If an employee is to move up a level or a band then that increase will be backdated to the anniversary of appointment. If an employee is appointed to a new position at a higher band the

anniversary of appointment will be calculated as from the date that new appointment is effective

- An internal appeal mechanism which, at the employee's request, will involve union participation.

Individual Staff Development Plans shall be confidential and shall be developed in consultation and agreement with the employee concerned and shall clearly set out:

- the new or enhanced skills required by the employer, together with proposed competency levels required where appropriate;
- the training to be undertaken;
- the performance objectives required;
- the time frame for completion of the plan.

Progression of an employee from 1 level to the next within a band will not be automatic but subject to the provisions of clause 21 of the Award.

## **11.2 Training & Development**

**11.2.1** The parties recognise that the achievement of the increased efficiency and productivity for MCMC requires that employees are effectively utilising the training provided to them and that MCMC will ensure training is provided in accordance with equity principles.

**11.2.2** It is in the interests of all parties to this agreement that the training needs of the organisation be identified and made available to the employees, especially those specifically aimed at keeping abreast of equipment, technology and services provided by MCMC.

**11.2.3** MCMC will provide \$787 training costs and 55 hours training time per effective full time staff member or pro-rata In addition to Trade Union Training under clause 12 of this agreement and OHS reps training under the Award and relevant legislation.

## **11.3 Study leave**

In addition to all award entitlements, all full time employees shall be entitled to study leave for career development. The course of study shall not necessarily relate to the job currently undertaken by the employee however it must be genuinely related to qualifications for a chosen career of the employee. Such leave shall be additional to employer-provided job related training.

Study leave will only be granted in accordance with agreed principles that will be developed between the parties through the MCMC Consultative Committee (within 3 months of certification of this agreement). The purpose of these principles is to ensure transparency and equity in dealing with each case on an individual basis while ensuring that the needs of the organisation are recognised and met.

This provision would not affect any existing arrangements relating to this matter.

## **12 TRADE UNION TRAINING**

(a) Upon application an employee shall be granted up to ten working days leave on ordinary pay each two calendar years to attend courses and seminars approved by the Australian Trade Union Training Authority and conducted by TUTA or the relevant Union; provided that:

- (i) MCMC is not involved in any costs other than the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee;
- (ii) the application is to be made no less than four weeks before the date on which leave is sought and specifies the duration, venue and nature of the course for which leave is sought;
- (iii) the granting of such leave shall be subject to MCMC convenience and will not unduly affect the operation of the employer; and
- (iv) the scope, content and level of the course shall be such as to contribute to a better understanding of employee relations;

(b) where such agreement is not forthcoming and the employer wishes to pursue the matter it may be referred to The Australian Industrial Relations Commission for determination.

## **13 SICK LEAVE, COMPASSIONATE LEAVE AND PARENTAL LEAVE**

### **13.1 SICK LEAVE**

Sick leave is an insurance against loss of earnings due to personal illness or injury, which is not covered by workers' compensation ("WorkCover"). Sick leave may only be taken as set out in this clause because the employee is either ill or has been injured but is not subject to a Workcover claim. Sick leave is accrued fortnightly.

Subject to this clause, employees will be entitled to the quantum of sick leave that was payable in their designated work area prior to the commencement of this agreement. That is:

- In the indoor work areas the provisions of the Award
- In the Parkland Management Team areas, sixteen (16) full days per annum.

If the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

The employee must notify MCMC within half an hour of commencement time on the day he/she is scheduled to work. This requirement may be waived but only in extenuating circumstances.

For absences in the following circumstances either a medical certificate, or its equivalent or Statutory Declaration must be supplied before sick leave will be payable:

- Three consecutive days or more; or
- For the working day immediately prior to and/or following a public holiday, Rostered Day Off or an annual leave day, or
- Where it is the condition of disciplinary action.

MCMC may, on a case by case basis, recognise that the circumstances of a nominated employee warrant special assistance. Where such recognition is granted, any employee may elect in writing to transfer up to 5 days worth of their accrued sick leave entitlements to the nominated employee.

### **13.2 SICK LEAVE TAKEN AS CARERS' LEAVE**

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support, shall be entitled to use, in accordance with this clause, any sick leave entitlement which accrues after the date of this order for absences to provide care and support for such persons when they are ill.

The employee shall provide a certificate as previously stated.

The entitlement to use sick leave in accordance with this clause is subject to:

- The employee being responsible for the care of the person concerned, and
- The person concerned being either:
  - i. A member of the employee's immediate family; or
  - ii. A member of the employee's household.

The term immediate family includes:

- A spouse/partner of the employee; and
- A child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse/partner of the employee.
- The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **13.3 COMPASSIONATE LEAVE**

An employee shall, on the death of a spouse/partner, father, mother, child, step-child, grandparent, brother, sister, parents-in-law or members of the employees household be entitled on notice to leave, and such leave shall be without deduction of pay, for a period not exceeding the number of hours worked by the employee on three ordinary days' work. Proof of such death may be required by MCMC. This clause shall have operation while the

period of entitlement to compassionate leave coincides with any other period of entitlement to leave.

In addition MCMC may grant compassionate leave on the grounds of sudden and serious illness or other special circumstances which have been shown to exist.

More favourable terms of leave may be granted by the MCMC, if satisfied in any particular case that the leave authorised by this provision is inadequate.

#### **13.4 PARENTAL LEAVE**

The parties acknowledge and accept that terms in the Award Clause 36 Paternal Leave will continue to apply except for the addition of the following provisions: -

##### **a. Maternity Leave**

In line with a decision previously adopted by the Merri Creek Management Committee, the first 12 (twelve) weeks of maternity/adoption leave as provided for in Clause 36 of Award be paid leave.

##### **b. Paternity/Adoption Leave**

The first two- (2) weeks of paternity/adoption leave as provided for in Clause 36 of the Award are paid leave.

Adoption is intended to cover long term fostering of young children which for all intents and purposes is comparable to adoption.

Payment for the above leave can be accessed in several ways by agreement between management and the individual. These could be but are not limited to: -

- as per the normal pay cycle, or
- as a lump sum paid on the commencement of the leave entitlement.
- Or on a half-time basis for a longer period.

#### **14 WORK AND FAMILY RESPONSIBILITIES**

MCMC recognises the importance of balancing work and family responsibilities. While recognising there has been agreement around these provisions developed in the past, the parties commit to continuing to work towards identifying and developing appropriate provisions to ensure the intentions of this clause be met.

#### **15 MERRI CREEK MANAGEMENT COMMITTEE CONSULTATIVE COMMITTEE**

- 15.1 MCMC Consultative Committee will monitor the operation of this agreement and suggest ways of improving the operation and effectiveness of MCMC.
- 15.2 The Committee will operate in the context of the Aims and Objectives of this Agreement as set out in Clauses 5 and 6.
- 15.3 The Committee will comprise Management, Shop Steward and one employee from each department or their delegate as a minimum, and will operate by consensus.
- 15.4 The Committee may discuss, and make recommendations on issues which affect the operation of MCMC or staff
- 15.5 The Committee will meet within 7 days of a request by any member of the Committee, and in any case at least monthly.
- 15.6 If agreement is not reached regarding any matter in discussion of the Consultative Committee, the matter may be pursued through the dispute resolution policy. The parties reserve the right to pursue the matter through the dispute resolution procedures of the award.

## **16 LONG SERVICE LEAVE**

All employees of MCMC are entitled to long service leave in accordance with the legislative requirements of the Victorian Local Government Long Service Leave Provisions made pursuant to Section 243 of the Local Government Act 1999 or successor.

## **17. KEY PERFORMANCE INDICATORS (KPI'S)**

Key Performance Indicators will be established to monitor progress towards the achievement of MCMC's purposes at both the organisational and department level in consultation with the Management Staff Consultative Committee.

- Development of Key Performance Indicators at the organisational and departmental level will be conducted jointly by the workforce and Management. All work areas will have input into this process.
- Key Performance Indicators will have a broad, medium to long term focus and be agreed, easily understood, measurable and realistic.
- Key Performance Indicators will cover a range of issues, both qualitative and quantitative and not just those directly concerning labour costs.
- Key Performance Indicators will cover a minimum of 4, maximum of 6 issues at any one time.

- Key Performance Indicators shall be monitored by an agreed process developed by the Consultative Committee at a minimum of 3-month intervals for the term of the Agreement.

## **18. REMUNERATION**

Wage increases shall apply as follows (and as indicated in attachment A): -

- (a) (i) **First Installment**  
A \$18.67 per week increase in wages as from the first pay period to commence on or after the date of the parties signing this agreement.
- (ii) **Second Installment**  
A \$18.67 per week increase in wages as from the first pay period eight months subsequent to the first installment providing that satisfactory progress to the achievement of MCMC's objectives has been made.
- (iii) **Third Installment**  
A \$18.66 per week increase in wages as from the first pay period eight months subsequent to the second installment providing that satisfactory progress to the achievement of MCMC's objectives has been made.
- (iv) Satisfactory progress will be determined by the Executive Subcommittee of MCMC after receipt of advice from the Consultative Committee 2 months before the installment is due.
- (v) The parties agree that the Key Performance Indicators to be developed under this agreement will be one factor considered in determining satisfactory progress to the achievement of MCMC's objectives.
- (vi) The parties agree that if the requirements above are not met and it is outside the control of the employees, the payment as prescribed above should not be withheld.

## **19. REDEPLOYMENT/REDUNDANCY.**

### (A) Retraining and Redeployment

Every reasonable effort shall be made by the MCMC to redeploy an employee whose position is made redundant to another vacant position that the employee is or will become capable of performing with appropriate training. Where an employee needs retraining to take a redeployed position and is willing to undertake such training the MCMC in consultation with the employee will decide on any training required to fulfil the position.

The vacant position(s) shall be identified by MCMC. Preference will be given to redeployment to a vacant position(s) at the same classification level. However, where the MCMC considers it impossible to offer an employee redeployment to a vacant position at the same classification level, the MCMC may offer redeployment to a

vacant position at a lower classification level but will maintain the employee's existing rate of pay indefinitely.

The MCMC shall make available to an employee all relevant information pertaining to the vacant positions; including duties, banding, responsibilities, reporting arrangements and work location.

Any application by the employee for appointment to any position must be made within seven (7) working days of notification and provision of information related to the position.

Where two (2) or more employees apply for the same position appointment shall be determined in accordance with the agreed selection procedures and practices of MCMC.

Where an employee elects to transfer into a vacant position, the option of retrenchment will remain open for a period of two (2) months from the date of the transfer.

(B) Redundancy Package

An employee who is to be retrenched as a result of an office or a position being abolished shall be entitled to the following package on retrenchment:

(I) In lieu of notice as follows:

<u>Period of continuous Service</u>	<u>Period of Notice</u>
1 year or less	1 week
up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

In addition to the above, employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service, shall be entitled to an additional week's notice.

(ii) Severance pay calculated on the basis of 2 weeks for each completed year of service to a maximum of 48 weeks pay.

(iii) Lump sum payment of \$5,000 (pro rata for part time employees)

(v) A payment for the loss of motor vehicle usage as follows:

(a) Where a motor vehicle is considered part of an employee's salary package for the purposes of Part B of the parent Award, no payment shall be made but the value of the motor vehicle in accordance with the Salary Package Agreement shall form part of the employee's "rate of pay" for the purposes of determining the payment to be made pursuant to paragraph (I) above.

(b) Where a motor vehicle is provided in circumstances other than those in (a) 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 an employee's weekly rate of pay for the purposes of determining the payment to be made pursuant to paragraph (ii) above.

- \$10,000 for full private use
- \$5,000 for limited private use
- \$2,400 for commuter use

- (vi) A lump sum payment for the loss of subsidised housing equivalent to the value of the market rent for the house, less any employee contribution multiplied by the number of weeks severance pay entitlement pursuant to paragraph (ii) above.
- (vii) On any time off for training, attendance at job interviews and/or specialist support, including the provision of in house training on job search skills, for periods which in aggregate do not exceed 13 days or the provision of out placement services upon termination to a value not exceeding \$2,000.
- (viii) If the employee has more than five years service at the date of retrenchment and is not entitled to payment for pro-rata long service leave in accordance with the Act or the relevant regulations, an ex-gratia payment equivalent to pro-rata long service leave shall be paid.

#### (C) Superannuation

- (a) Superannuation benefits payable on retrenchment where applicable shall be in accordance with employee's entitlements under the Local Authorities Superannuation Scheme.
- (b) The MCMC shall submit to the Local Authorities Superannuation Board the appropriate notification form indicating retrenchment. A summary outlining the circumstances preceding the termination is requested to assist the Local Superannuation Board.

## **20. VARIATION OF THE AGREEMENT.**

The parties are agreed that in the event of any major change in the business environment in which the unit operates it may be necessary to vary this agreement. This will only occur where the unit is under financial pressure or to take advantage of new business opportunities and relates particularly to those provisions relating to salary/wage arrangements and flexibility provisions.

## **21. DISPUTE RESOLUTION**

Any disputes arising in relation to the operation of this Agreement or matters dealt with by this clause shall be dealt with in accordance with the MCMC Dispute Resolution Policy. If not resolved in that way, the matter will be dealt with using the dispute resolution procedure in the Award.

Notwithstanding anything to the contrary, any dispute arising in relation to the operation of this Agreement or matters dealt with by this Agreement may be heard and determined by the Australian Industrial Relations Commission.

Notwithstanding anything to the contrary, if any dispute is being dealt with in accordance with the Award or by the Australian Industrial Relations Commission, the status quo will continue until the matter is resolved.

## **22. SUPERANNUATION**

MCMC shall continue to be a participating employer of Local Authorities Superannuation (LAS) funds.

Should the Superannuation Guarantee Act require nomination and allow, the following shall apply:

- \* Local Authorities Superannuation is MCMC's default fund;
- \* Local Authorities Superannuation is the sole fund for employees of MCMC, for employer and employee contribution, for the life of this Agreement.

## **23. INTRODUCTION OF CHANGE**

### **23.1 MCMC's Duty to Notify**

- (i) Where MCMC has made a definite decision to introduce major changes in production, program, organization, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the relevant Union.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **23.2 MCMC's Duty to Discuss Change**

- (i) MCMC shall discuss with the employees affected and the relevant Union "inter alia", the introduction of the changes referred to in subclause (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by MCMC to make the changes referred to in subclause (a)(i) hereof.
- (iii) For the purposes of such discussion, MCMC shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that MCMC shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## **24. STARTING POINT**

Each employee upon engagement shall be given a starting point which shall be the point of commencement of his/her daily duty.

Any change in the starting point shall be by agreement between MCMC and the union.

In the absence of a permanent starting point being given by MCMC, MCMC's depot shall be regarded as the employee's permanent starting point.

## **25. RIGHT OF ENTRY**

(a) For the purpose of interviewing employees on legitimate Union business a duly accredited Union representative shall have the right to enter MCMC's premises during working hours provided that prior notification of the intended visit has been given to MCMC.

(b) Such representative shall not unduly interfere with any employee's work, or create dissatisfaction amongst employees or be offensive in his/her methods.

(c) In the event of any refusal of right of entry by MCMC such representative shall have the right to bring such refusal before a member of the Commission.

## **26. COLLECTIVE BARGAINING**

MCMC is committed during the life of this agreement and in its renegotiation to negotiate collectively with the union party to this agreement in respect of all its employees who are eligible to be members of these unions. Therefore MCMC agrees that individual employee agreements including Australian Workplace Agreements made pursuant to the Workplace Relations Act 1996 will not be promoted, offered or made with any employee while this certified agreement remains in force. MCMC also agrees to negotiate and certify subsequent certified agreements with the union signatory to this agreement. MCMC will not at any time seek to negotiate or certify a non-union certified agreement.

## **27. DEFINITIONS**

In this Agreement:

"Agreement"	means Merri Creek Management Committee Inc Enterprise Agreement No 2 2002
"Award"	means the Victorian Local Authorities Award, 2001;
"Consultative Committee"	means the joint staff/management Committee established to oversee the implementation of the Agreement, pursuant to clause 15;
"Contract"	means any formal contracts for works, which the Merri Creek Management Committee Inc has or may enter into
"Executive Subcommittee"	means MCMC's Executive Subcommittee set up under MCMC's Statement of Rules comprising all MCMC Office-Bearers.
"MCMC"	means the Merri Creek Management Committee Inc and/or any successor body

"Union"	means the Australian Municipal, Administrative and Clerical Services (ASU).
"Financial Year"	means the financial year of the Merri Creek Management Committee Inc
"Indoor area"	means all staff other than those in the Parkland Management Team area
"Management"	means the Manager that has the responsible for the day to day management of the Merri Creek Management Committee.
COM	means the Committee of Management as defined in the rules of the Merri Creek Management Committee Inc.
Working Hours Arrangements	means normal rostered working hours within the span of hours as per the award and can take into account provision for agreed flexi-time arrangements.
Member Groups	means members of MCMC according to MCMC's rules

