

# **BAROSSA COUNCIL, (ASU) ENTERPRISE AGREEMENT 2007**

**File No. 1529 of 2008**

**This Agreement shall come into force on and from 15 April 2008 and have a life extending until 26 October 2010.**

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

DATED 15 APRIL 2008.



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COMMISSION MEMBER



**THE BAROSSA COUNCIL**  
**(ASU) ENTERPRISE AGREEMENT**

**2007**

**CLAUSE 1 TITLE**

This Agreement shall be known as The Barossa Council, (ASU) Enterprise Agreement 2007.

**CLAUSE 2 ARRANGEMENT**

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**CLAUSE 3 DEFINITIONS**

"Agreement" means The Barossa Council (ASU) Enterprise Agreement 2007.

"Award" means the South Australian Municipal Salaried Officers Award

"Consultation" is a process which will have regard to employees' interests in the formulation of plans which have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a final decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

"Council" means The Barossa Council.

"Employee" means an employee of the Council who performs work covered by this Agreement and the Award.

"Employer" means The Barossa Council.

"Salary" for the purpose of salary maintenance and Voluntary Separation Packages contained in Sub-Clauses 11.5 and 11.6, 'salary' shall mean total income including superannuation payment, use of vehicle, regular overtime. Provided, however, in special circumstances the determination of salary for these purposes may be negotiated between Council, the Union and the officer concerned.

"Union" means the Amalgamated ASU (SA) State Union known as the Australian Services Union (ASU).

"Workplace Representative" shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of employees.

**CLAUSE 4 PARTIES BOUND**

This Agreement will be binding upon The Barossa Council and those employees employed by the Council pursuant to the Award and the Australian Services Union.

**CLAUSE 5 PERIOD OF OPERATION**

This Agreement shall commence operation from the date of certification by the South Australian Industrial Relations Commission and remain in force until 26 October 2010.

**CLAUSE 6 RELATIONSHIP TO CURRENT AWARD & PREVIOUS AGREEMENTS**

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

6.2 This agreement supersedes all previous certified agreements.

## **CLAUSE 7 COMMITMENT TO COLLECTIVE BARGAINING**

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

## **CLAUSE 8 CONSULTATIVE MECHANISM**

- 8.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the parties recognise that the following consultative structures are appropriate.
- 8.2 Enterprise Bargaining Negotiating Committee
- 8.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives shall formulate an enterprise agreement acceptable to all parties. Employee representatives shall consult with and represent the interests of all employees covered by the agreement.
- 8.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the Enterprise Bargaining Negotiating Committee Employee Representatives shall meet with management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.
- 8.3 Workplace Representatives
- 8.3.1 There will be a maximum of four Workplace representatives who shall be ASU members who will consult with and represent the interests of all employees during communication, consultation and negotiation with Council on general human resource and industrial issues affecting individuals or groups of employees.
- 8.3.2 The Workplace Representatives shall keep the Chief Executive Officer informed of its membership and agreed operational details with the Chief Executive Officer and Managers. Management shall direct, in the first instance, all relevant human resource/industrial issues to Workplace Representatives.
- 8.3.3 Council will recognise the role of the Workplace Representatives who shall be permitted to devote a reasonable amount of time to discuss allowable matters with full time officers of the Union and employees.
- 8.3.4 Individual employees will have the right to call on a 'Workplace Representative' to assist them or advocate on their behalf in their dealings with management.
- 8.3.5 Workplace Representatives will also be informed of the nature of employment for any vacant or new position prior to advertising.

#### 8.4 Trade Union Training Leave

Council recognises that training is an important factor if representatives are to operate effectively. Accordingly, representatives shall be allowed leave with pay up to a maximum of five days provided that reasonable notice is given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. Such leave shall be granted provided that Council is able to make adequate staffing arrangements during the period of such leave.

#### 8.5 Union Officer's Access to Workplace

8.5.1 For the purpose of ensuring observance of the terms and conditions of the award and the Enterprise Agreement an officer of The Australian Services Union authorised in writing by the Secretary of the Union may, at any time during working hours, enter Council premises in which work to which this Agreement applies is being carried on, to inspect any time and wages work books and relevant documents and interview any employee, being a member or persons eligible to be members of his/her organisation, on those premises, subject to the following conditions as well as to the relevant provisions of 8.5.2 hereof:

8.5.1.1 that he/she does not hinder or obstruct any employee of the Council concerned in the performance of his/her work during working time;

8.5.1.2 that he/she does not exercise this right of entry for the purpose aforesaid, in respect of the same enquiry, more often than once a month on the premises of the Council unless he/she has first obtained specific further authorisation to pursue that enquiry.

8.5.2 The following general provisions shall apply to the right of entry of Union officers to the premises of employers under this agreement:

8.5.2.1 Wherever it is practicable, the officer authorised pursuant to 8.5.1 hereof shall give notice, on the working day before, to the Council of the approximate time of his/her visit and in general terms, of its purpose; provided that this provision shall not apply where the purpose of such visit would be nullified by the giving of such notice.

8.5.2.2 Where requested by the Chief Executive Officer, the officer shall produce his/her authority to the Chief Executive Officer or such other person as has been nominated by the Council's Chief Executive Officer.

8.5.2.3 The Chief Executive Officer shall afford all reasonable assistance, including a suitable place or places for interviewing, to any officer exercising his/her right of entry in accordance with this Clause; and such officer shall cooperate reasonably and so far as is practicable with the Council and its officers in the conduct of any enquiry pursuant to 8.5.1.

## **CLAUSE 9 OBJECTIVES OF AGREEMENT**

9.1 All parties to this agreement share the view that the primary objective of this agreement is to achieve the highest possible level of satisfaction for Council's external and internal customers. It is recognised that a number of factors must be present if this objective is to be achieved, including:

- (i) a high level of productivity, efficiency and effectiveness
- (ii) enhanced customer service
- (iii) cost effectiveness
- (iv) high staff morale
- (v) stability in decision making and administration
- (vi) an enhanced Council image

9.2 Accordingly, this agreement provides the vehicle for Council, management and employees to work positively together to achieve the shared goal. In particular it addresses:

- (i) work arrangements to remove restrictive working and management practices
- (ii) ways to improve flexibility in labour supply
- (iii) creating an environment which promotes a high degree of team work, trust and shared commitment among all stake-holders
- (iv) ways to identify and promote high standards of excellence in the delivery of services
- (v) reduction in wastage
- (vi) increase in service delivery at zero or minimum cost

## **CLAUSE 10 EMPLOYEE RELATIONS/COMMUNICATION**

10.1 Council recognises the need for employee commitment to achieve effective improvements in productivity and is committed to providing opportunities for employees to be involved and express their opinions through a process of consultation.

10.2 Council will undertake, in consultation with employees, a review of management, operational and external communications, to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information. Communication strategies will be reviewed by the Council and employees at least annually.

10.3 The parties:

- 10.3.1 Recognise the need for flexibility and mutually beneficial solutions to problems and will ensure communications are approached within a positive, constructive framework seeking innovative solutions to problems and demonstrating a capacity to embrace change.
- 10.3.2 Recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 10.3.3 Agree with the need to work in partnership and cooperation with each other.
- 10.3.4 Recognise that participatory decision-making processes are an essential ingredient of workplace change.

- 10.4 Full staff meetings including Library staff may be called by management or staff on a needs basis to ensure information flow from policy makers to employees and vice versa, so that matters which may impact on staff can be discussed prior to decisions being taken. Managers shall be responsible for ensuring that employees within their Section are kept informed on an ongoing basis.

## **CLAUSE 11 INTRODUCTION OF CHANGE**

- 11.1 The Council shall consult (as defined) at an early stage with employees and the Union in incidences where employees may be significantly affected by the introduction of change.
- 11.2 There shall be no forced redundancies occurring as a result of any change introduced as a result of this agreement.
- 11.3 The Council shall consider practical ways of mitigating the adverse effects of the change on employees through discussions involving the employees and the Union. Without limiting the range of options the means of adjustment in situations where organisational change results in positions being no longer required will be dealt with in the following way:
- 11.3.1 Natural attrition, in accordance with Clause 11.4.
  - 11.3.2 Redeployment in accordance with Clause 11.5.
  - 11.3.3 Targeted Voluntary Separation Package in accordance with Clause 11.6.
  - 11.3.4 Negotiated Voluntary Separation Package in accordance with Clause 11.7.
- 11.4 Natural Attrition

The preferred method of responding to a need to reduce staffing numbers is through natural attrition, such as resignations or retirements, without the need for recourse to redundancies.

Where natural attrition does not occur, Council shall offer redeployment or a Voluntary Separation Package in accordance with the provisions set out below:

- 11.5 Redeployment
- 11.5.1 It is the primary aim to redeploy employees into alternative reasonable work of equal classification and status as their pre-redeployment position.
  - 11.5.2 After examining all options, if it is agreed by the parties that redeployment in accordance with 11.5.1 is not feasible, an employee can choose either a Voluntary Separation Package (in accordance with 11.6 below) or to be redeployed into a position at a lower classification level on the following basis:
    - 11.5.2.1 Unless otherwise agreed, the redeployment shall be to a position with similar core duties as the redundant position.

- 11.5.2.2 The employer will, as a matter of priority, provide training to assist the redeployee in the new position.
- 11.5.2.3 The employee's salary shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level, but the employee shall be granted 50% of pay increases gained through Enterprise Bargaining. Such increases shall be based on the employee's redeployed salary.

11.5.3 An employee who agrees to trial a redeployed position which includes core duties that are different from their redundant position shall be entitled to access a voluntary separation package in accordance with Sub-Clause 11.6 at any stage throughout the trial period, provided however, that the trial period shall be no longer than three months.

#### 11.6 Targeted Voluntary Separation Package

Where a position is identified as redundant, a Targeted Voluntary Separation Package shall be available to the employee if Council is unable to redeploy the employee to a reasonable position at the same classification level with similar responsibilities and at an agreed location. The package shall be based on the following:

- 11.6.1 Ten weeks notice of termination, or payment in lieu of notice.
- 11.6.2 Three weeks severance payment for every year of completed service within Local Government to a maximum payment of 104 weeks.
- 11.6.3 An amount of 10% of the employee's annual salary may be reimbursed by Council to assist the employee to gain other employment. This will be available only to bona fide employment seekers and will not be available to those who have secured other employment or do not intend to seek further employment.
- 11.6.4 All of the above payments will be made upon the employee leaving the employ of the Council.

#### 11.7 Negotiated Voluntary Separation

Excepting those positions that are declared redundant, other Voluntary Separation Packages will be at the discretion of the Council following negotiation between the employee and the Council.

### **CLAUSE 12 AMALGAMATION**

Once a decision has been made by Council to amalgamate with one or more Councils, or to make a boundary adjustment which may affect staff, an Agreement shall be entered into between the Council, employees and the Union covering all relevant human resource issues relating to that amalgamation or boundary change.

## **CLAUSE 13 STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY & PRODUCTIVITY**

### 13.1 Training

- 13.1.1 The parties are committed to investigate training requirements for all employees. Management, in consultation with employees, will develop an appropriate training programme based on a training needs analysis and shall implement such training at the earliest opportunity.
- 13.1.2 Out of hours training for employees may be required on an occasional basis. Such training will be restricted to training which cannot reasonably be held during ordinary hours. Training sessions may be offered outside of the ordinary spread of hours (including weekends) and it is expected that officers will make every effort to attend, however, it is acknowledged that training outside of ordinary hours is voluntary.
- 13.1.3 Time spent at training conducted outside of ordinary hours is to be paid or accrued as time off in lieu at ordinary time rates.
- 13.1.4 Council will reimburse reasonable childcare expenses incurred for employees with family responsibilities who would be unable to attend such training without external childcare arrangements.

### 13.2 Flexible Hours

- 13.2.1 The ordinary hours of work shall be 152 hours to be worked over nineteen days of a four week period between the hours of 7.30am and 7.30pm, Monday to Friday, excluding Public Holidays.
- 13.2.2 The normal working hours of employees shall be eight hours, to be worked from 8.30am to 5.15pm, with 45 minutes for lunch to be taken between the hours of 12 noon and 2.00pm.
- 13.2.3 By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to:
  - 13.2.3.1 Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 7.30am and 7.30pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates.
  - 13.2.3.2 Increase or decrease the number of normal hours worked in one day without attracting penalty rates, providing that the hours per day shall not exceed ten hours, nor eight hours per week in excess of the standard working week, and shall be worked between the hours of 7.30am and 7.30pm Monday to Friday, excluding Public Holidays.
  - 13.2.3.3 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed above. When this occurs it will be recorded and such record to be made available to the Unions upon request.

- 13.2.3.4 Where an employee works additional time in accordance with this Clause, such time shall be taken off at a mutually agreed time, providing that such leave must be granted and taken within three months of the date of accrual. If, because of organisational constraints, time-off cannot be taken within the three months, accrued time shall be paid at time and a half. Provided, however, the employer may direct the employee to take time accrued within three months of the date of accrual. Upon request by an employee, and in circumstances where it is considered that the employee will be unable to take off the accrued time within the three month period, the Chief Executive Officer may approve the payment of the overtime at the completion of the current pay period.
- 13.2.3.5 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.
- 13.2.3.6 Where required to meet organisational needs, rostered days off may be deferred by mutual agreement between the employee and the supervisor. A maximum of three days can be accrued at any time.

### 13.3 Penalty Rates

#### 13.3.1 Rostered work after 5.30pm Monday/Friday.

All staff who are rostered to work after 5.30pm Monday to Friday shall be paid an allowance of 15% per hour for actual time worked.

#### 13.3.2 All time worked outside the span of hours specified in Clause 13.2.1 Monday to Friday shall be paid at the rate of time and a half.

All time worked on Saturday or Sunday shall be paid for a minimum of 3 hours at the following rates:

- First 3 hours worked during the Saturday/Sunday period shall be paid at time and a half.
- All hours in excess of the first 3 hours mentioned above shall be paid at double time.

All time worked on a Public Holiday shall be paid at double time.

#### 13.3.3 Notwithstanding the above, where an employee is directed to work overtime at specific times during the weekend or on a Public Holiday they shall be paid in accordance with the penalty provision prescribed in the Award at the employees Enterprise Agreement rate of pay.

## CLAUSE 14 CASUAL AND PART-TIME EMPLOYMENT

- 14.1 Appointment of casual staff shall be in accordance with the Award, provided, however, Council shall be permitted to **employ four casual employees, one being in the Principal Office and one in the Library with the** other two being placed wherever required. Each casual employee may work up to 1300 hours each in any one financial year.
- 14.2 An officer, other than a full-time officer, employed by Council for more than 1300 hours in a year, shall be engaged as a part-time officer, unless the Council and the Enterprise Bargaining Negotiating Committee otherwise agree.
- 14.3 Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 14.4 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short-term requirements of either party. Where a part-time employee agrees to vary his/her hours, the following parameters will be applied:
- Employees may work up to 38 hours per week within the normal span of hours without attracting overtime.
  - All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in Clause 13.2 of this agreement.
  - Opportunities will be investigated for employees to enter into job share arrangements. Any job share shall be the subject of an agreement between the Council and the Employee.
- 14.5 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 14.6 The actual hours worked by part-time employees shall be recorded and factored into the employee's leave entitlements (eg Annual Leave, Sick Leave, Family Leave, etc).

## CLAUSE 15 SICK LEAVE/PERSONAL LEAVE

- 15.1 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of urgent domestic or personal need:
- 15.1.1 **There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.**
- 15.1.2 An employee may access his or her sick leave entitlement for urgent personal need provided that the employee has used any accrued leave which is available under the Hours Clause of this Agreement.
- 15.1.3 Whenever possible, leave shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify the relevant Supervisor of his or her absence as soon as practicable.

- 15.1.4 The Chief Executive Officer may require a medical certificate or other reasonable evidence to be produced by the employee (to qualify for payment for the absence) in respect of sick leave or family or personal leave in accordance with the Award.
- 15.2 Nothing in this Clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.
- 15.3 Nothing contained in this Clause shall have the effect of reducing the entitlement provided for in the Award (Family Leave).

## **CLAUSE 16 STUDY LEAVE**

- 16.1 Study Leave may be granted at the discretion of Council to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their career path. An employee has the option to:
  - 16.1.1 take up to five hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time;
  - Or
  - 16.1.2 undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees not exceeding \$200 per subject per semester on producing written evidence of successful completion of that subject.
  - 16.1.3 Council may also, upon application of an employee, reimburse part or all fees relating to courses which may be mutually beneficial to the employee and Council.
  - 16.1.4 This Clause shall apply on a pro rata basis for part-time employees.
- 16.2 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Staff from within the same section affected by an employee undertaking study leave will be consulted about operational issues.
- 16.3 Where an officer is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

## **CLAUSE 17 CORPORATE WARDROBE**

- 17.1 Council will provide financial assistance to encourage employees to adopt the Corporate Wardrobe.  
Allowance amounts for full-time staff will be:
  - Establishment of the initial Wardrobe \$591.80 per year(including GST)
  - Maintenance of wardrobe for male employees up to \$295.90 per year (including GST)
  - Maintenance of Wardrobe for female employees up to \$355.30 per year(including GST)

- 17.2 Allowance amounts for full time permanent employees are to be calculated according to the number of hours each employee is contracted to work for that year. The amount received is a percentage of the full time equivalent.
- 17.3 Casual employees and employees on probation are not entitled to the allowance unless approved by the Chief Executive Officer.
- 17.4 Unspent allowance is not carried forward each financial year. If the full amount of the allowance is not spent by the cut-off period being **30th April each year**, then that portion of the allowance unspent will be forfeited.
- 17.5 Embroidery costs (inclusive GST) are included in the allowance and are a separate charge to the uniform item. All items of the corporate wardrobe purchased **must** bear the The Barossa Council Logo embroidery on each garment.
- 17.6 Allowances are adjusted annually each July by CPI (based on the previous March quarter index prices for Adelaide).
- 17.7 All employees who elect to adopt the Corporate Wardrobe must wear the uniform when on duty for The Barossa Council.

#### **CLAUSE 18 TRAVEL ALLOWANCE FOR LIBRARY STAFF**

- 18.1 In the event where a Library staff member is required to use his or her own vehicle to travel to the remote library branches in Lyndoch or Mt Pleasant outside of normal rostered hours, the staff will be eligible to apply for reimbursement of travel expenses as outlined in Clause 5.4.5 (Motor Vehicle Allowance) of the Award.

#### **CLAUSE 19 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE**

- 19.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:
- 19.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 19.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
- 19.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.
- 19.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
- 19.2 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

- 19.3 Nothing contained in this Clause shall prevent a Union industrial officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.
- 19.4 Enterprise Bargaining Agreement Dispute Resolution
- 19.4.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Negotiating Committee shall discuss the matter with Management, with the view to adopting an appropriate course of action to resolve the matter.
- 19.4.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of its members employed by the Council.
- 19.4.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

## **CLAUSE 20 PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS**

- 20.1 The parties agree that management of performance will occur in the workplace through establishment of management systems of accountability including formal annual performance and development appraisal of individual employees.
- 20.2 From time to time managers and supervisors will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 20.3 Prior to a decision being taken by Management to implement formal disciplinary procedures the poor performance will have been informally addressed with the employee, and where there has been little or no improvement in performance the formal disciplinary process may be implemented.
- 20.4 The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified and represents a serious step for the employer to take in the management of individual performance
- 20.5 The following procedure outlines steps for implementation of Formal Disciplinary Procedures:
- 20.5.1 STEP ONE First Formal Warning
- 20.5.1.1 The employee will be notified of the time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the employee has the right to representation.
- 20.5.1.2 At the Counselling Meeting, the employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.

- 20.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
  - 20.5.1.4 Strategies will be jointly developed to provide support and guidance to the employee which may involve a series of one to one meetings, training or any other methods that may assist the employee to redress the poor performance.
  - 20.5.1.5 A date will be set for review.
  - 20.5.1.6 Notes of the meeting will be kept and filed on employee's personnel file and the employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.
- 20.5.2 STEP TWO Review/Second Formal Warning
- 20.5.2.1 At the time of the review (as in 20.5.1.5 above), the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately or alternatively remain on record for no more than 12 months.
  - 20.5.2.2 If some improvement in performance has been achieved the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
  - 20.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
    - 20.5.2.3.1 The employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
    - 20.5.2.3.2 Employees should fully understand the seriousness of the situation and that the formal action, should performance concerns not be redressed, will lead to termination of employment.
    - 20.5.2.3.3 Once again strategies should be jointly developed to provide support and guidance to the employee to assist the employee to redress the poor performance.
    - 20.5.2.3.4 A date will be set for review.
    - 20.5.2.3.5 As previously, notes of the meeting will be kept and filed on the employee's personnel file and the employee will receive a letter confirming that a second formal warning has been issued. The

letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.

### 20.5.3 STEP THREE Review/Termination

- 20.5.3.1 As with stage two, the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively, remain on record for no more than 12 months.
- 20.5.3.2 Performance may have improved, however it is viewed that ongoing formal processes should be left in place and a further review date established.
- 20.5.3.3 Should it be determined that performance has not improved and that termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have lead to the termination. Termination of employment will be confirmed in writing.

### 20.6 Summary Dismissal

- 20.6.1 The Council may summarily dismiss an employee for dereliction of duty or serious misconduct.
- 20.6.2 Where summary dismissal is given, the pre-dismissal procedures provided under this Clause shall not apply.

20.7 This Clause does not apply to probationary employees.

## **CLAUSE 21 TERMINATION OF EMPLOYMENT**

### 21.1 Resignation

Any officer, other than a casual employee, desiring to terminate his/her employment shall give to the Council two weeks notice of his/her intention to do so.

### 21.2 Certification of Service

Upon termination of employment, the Council, when requested by the officer concerned, shall provide him/her with a certificate of service stating length of service, duties performed, the classification of the officer and details of any long service leave entitlements.

## **CLAUSE 22 NEGOTIATION OF FURTHER AGREEMENT**

The parties commit to commence negotiations to review this Agreement not later than six months before the end of the term of the Agreement.

## **CLAUSE 23 SALARY INCREASES**

The following wage increases shall apply:

- 23.1 A wage increase of 3.25% on signing of this Agreement, payment of which shall be applied from the first full pay period occurring on or after 27 October 2007.
- 23.2 Effective from the first full pay period occurring on or after 27 October 2008 a wage increase of 3.5%
- 23.3 Effective from the first full pay period occurring on or after 27 October 2009 a wage increase of 3.5%
- 23.4 The minimum annual rate of salary to be paid to employees as provided for above are set out in Appendix A.
- 23.5 In addition to the above wage increases, The Barossa Council will provide Income Protection Insurance as provided for in clause 27. Should for any reason the Barossa Council discontinue this protection for employees, the minimum salary rates shall be increased commensurate with the employee contribution cost (equating to 50%) of providing the income protection insurance at the time of signing this AGREEMENT

## **CLAUSE 24 SUPERANNUATION**

- 24.1 The Council shall pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.
- 24.2 For the purpose of this Clause "Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the Local Government Act 1999 South Australia which is now operating under the name of Local Super SA-NT.
- 24.3 The amount of employer Superannuation contributions means
- 24.3.1 For contributory members:
- 3% of the employees salary; and
  - any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
  - any additional superannuation contributions which the employer agrees to pay in respect of an employee
- 24.3.2 For non-contributory members:
- Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
  - Any additional superannuation contributions which the employer agrees to pay in respect of an employee

**CLAUSE 25 SALARY SACRIFICE**

- 25.1 Subject to the following conditions an employee may apply to the Council to salary sacrifice any part of their salary paid each pay period by the employer on behalf of the employee to Local Super (the Local Government Superannuation Scheme).
- 25.2 The application shall be in writing and detail the amount of salary to be sacrificed.
- 25.3 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements.
- 25.4 The employee may elect to vary the amount of salary sacrifice paid to Local Super on a quarterly basis.
- 25.5 Employees may salary sacrifice for vehicles, lap-tops etc through the financial services of EPAC provided that where any such salary sacrifice causes a cost to Council in terms of Fringe Benefits Tax (FBT), the Council shall be able to recover the cost of FBT from the employee.
- 25.6 The employee's substantive gross salary for all purposes, including but not limited to, superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificed salary.

**CLAUSE 26 NO FURTHER CLAIMS**

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

**CLAUSE 27 INCOME PROTECTION INSURANCE**

- 27.1 Employees covered by this Agreement shall receive income protection insurance through the Local Government Risk Services Scheme for local government employees. The terms and conditions of the insurance policy shall be determined by the insurer, however, the premium shall be paid by the employer.
- 27.2 During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the employee shall not accrue annual leave or sick leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

**CLAUSE 28 SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of The Barossa Council by David Morcom, Chief Executive Officer:

Signature (Witness)

Full Name:

Date: Date:

Signed for and on behalf of the Australian Services Union (Services Branch) by Andrew Dennard, Branch Secretary:

Signature (Witness)

Full Name:

Date: Date:

APPENDIX A – SALARY SCHEDULE

GENERAL OFFICERS SCHEDULE

CODE	LEVEL	EA 27/10/2006 Current	ANNUAL GROSS effective 27/10/2007 3.25%	F/NIGHTLY GROSS	ANNUAL GROSS effective 27/10/2008 3.50%	F/NIGHTLY GROSS	ANNUAL GROSS effective 27/10/2009 3.50%	F/NIGHTLY GROSS
G1.1	Level 1 1st year	34233.05521	<b>35345.6295</b>	1359.447289	<b>36582.72654</b>	1407.027944	<b>37863.12197</b>	1456.273922
G1.2	2nd year	35023.27827	<b>36161.53481</b>	1390.828262	<b>37427.18853</b>	1439.507251	<b>38737.14013</b>	1489.890005
G1.3	3rd year	36127.74206	<b>37301.89368</b>	1434.688218	<b>38607.45996</b>	1484.902306	<b>39958.72105</b>	1536.873887
G1.4	4th year	37312.30643	<b>38524.95639</b>	1481.729092	<b>39873.32986</b>	1533.58961	<b>41268.89641</b>	1587.265246
G1.5	5th year	38496.87081	<b>39748.01911</b>	1528.769966	<b>41139.19978</b>	1582.276915	<b>42579.07177</b>	1637.656607
G1.6	6th year	39679.8948	<b>40969.49138</b>	1575.749669	<b>42403.42358</b>	1630.900907	<b>43887.5434</b>	1687.982439
G2.1	Level 2 1st year	40879.86313	<b>42208.45868</b>	1623.402257	<b>43685.75474</b>	1680.221336	<b>45214.75615</b>	1739.029083
G2.2	2nd year	42064.4275	<b>43431.52139</b>	1670.443131	<b>44951.62464</b>	1728.90864	<b>46524.93151</b>	1789.420443
G2.3	3rd year	43248.99188	<b>44654.58412</b>	1717.484004	<b>46217.49456</b>	1777.595945	<b>47835.10687</b>	1839.811803
G2.4	4th year	44433.55626	<b>45877.64684</b>	1764.524878	<b>47483.36448</b>	1826.283249	<b>49145.28223</b>	1890.203163
G3.1	Level 3 1st year	45616.58023	<b>47099.11909</b>	1811.50458	<b>48747.58826</b>	1874.907241	<b>50453.75384</b>	1940.528994
G3.2	2nd year	46801.14461	<b>48322.18181</b>	1858.545454	<b>50013.45817</b>	1923.594545	<b>51763.92921</b>	1990.920354
G3.3	3rd year	47985.70898	<b>49545.24452</b>	1905.586328	<b>51279.32808</b>	1972.281849	<b>53074.10456</b>	2041.311714
G3.4	4th year	49170.27335	<b>50768.30723</b>	1952.627201	<b>52545.19799</b>	2020.969153	<b>54384.27992</b>	2091.703074
G4.1	Level 4 1st year	50353.29733	<b>51989.77949</b>	1999.606904	<b>53809.42178</b>	2069.593145	<b>55692.75154</b>	2142.028905
G4.2	2nd year	51537.86173	<b>53212.84224</b>	2046.647778	<b>55075.29171</b>	2118.280451	<b>57002.92692</b>	2192.420266
G4.3	3rd year	52722.4261	<b>54435.90495</b>	2093.688652	<b>56341.16162</b>	2166.967755	<b>58313.10228</b>	2242.811626

<b>G4.4</b>		4th year	53906.99047	<b>55658.96766</b>	2140.729525	<b>57607.03153</b>	2215.655059	<b>59623.27763</b>	2293.202986
<b>G5.1</b>	<b>Level 5</b>	1st year	55090.01445	<b>56880.43992</b>	2187.709228	<b>58871.25532</b>	2264.279051	<b>60931.74925</b>	2343.528817
<b>G5.2</b>		2nd year	56274.57882	<b>58103.50263</b>	2234.750101	<b>60137.12522</b>	2312.966355	<b>62241.92461</b>	2393.920177
<b>G5.3</b>		3rd year	57459.14319	<b>59326.56534</b>	2281.790975	<b>61402.99513</b>	2361.653659	<b>63552.09996</b>	2444.311537
<b>G6.1</b>	<b>Level 6</b>	1st year	59432.39022	<b>61363.9429</b>	2360.15165	<b>63511.6809</b>	2442.756958	<b>65734.58974</b>	2528.253451
<b>G6.2</b>		2nd year	61405.63726	<b>63401.32047</b>	2438.512326	<b>65620.36669</b>	2523.860257	<b>67917.07952</b>	2612.195366
<b>G6.3</b>		3rd year	63380.42468	<b>65440.28848</b>	2516.934172	<b>67730.69858</b>	2605.026868	<b>70101.27303</b>	2696.202809
<b>G7.1</b>	<b>Level 7</b>	1st year	65353.67171	<b>67477.66604</b>	2595.294848	<b>69839.38435</b>	2686.130167	<b>72283.7628</b>	2780.144723
<b>G7.2</b>		2nd year	67326.91874	<b>69515.0436</b>	2673.655523	<b>71948.07013</b>	2767.233466	<b>74466.25258</b>	2864.086638
<b>G7.3</b>		3rd year	69300.16577	<b>71552.42116</b>	2752.016198	<b>74056.7559</b>	2848.336765	<b>76648.74235</b>	2948.028552
<b>G8.1</b>	<b>Level 8</b>	1st year	71669.29452	<b>73998.54659</b>	2846.097946	<b>76588.49572</b>	2945.711374	<b>79269.09307</b>	3048.811272
<b>G8.2</b>		2nd year	74036.88286	<b>76443.08155</b>	2940.118521	<b>79118.58941</b>	3043.02267	<b>81887.74004</b>	3149.528463
<b>G8.3</b>		3rd year	76406.01162	<b>78889.207</b>	3034.200269	<b>81650.32924</b>	3140.397279	<b>84508.09077</b>	3250.311183

## SENIOR OFFICERS SCHEDULE

CODE	LEVEL	EA 27/10/2006 Current	ANNUAL GROSS Effective 27/10/2007  3.25%	F/NIGHTLY GROSS	ANNUAL GROSS effective 27/10/2008  3.50%	F/NIGHTLY GROSS	ANNUAL GROSS effective 27/10/2009  3.50%	F/NIGHTLY GROSS
S1.1	Level 1	1st year 59432.39022	<b>61363.9429</b>	2360.15165	<b>63511.6809</b>	2442.756958	<b>65734.58974</b>	2528.253451
S1.2		2nd year 61405.63726	<b>63401.32047</b>	2438.512326	<b>65620.36669</b>	2523.860257	<b>67917.07952</b>	2612.195366
S1.3		3rd year 63380.42466	<b>65440.28846</b>	2516.934172	<b>67730.69856</b>	2605.026868	<b>70101.27301</b>	2696.202808
S2.1	Level 2	1st year 65353.6717	<b>67477.66603</b>	2595.294847	<b>69839.38434</b>	2686.130167	<b>72283.76279</b>	2780.144723
S2.2		2nd year 67326.91873	<b>69515.04359</b>	2673.655523	<b>71948.07011</b>	2767.233466	<b>74466.25257</b>	2864.086637
S2.3		3rd year 69300.16575	<b>71552.42114</b>	2752.016198	<b>74056.75588</b>	2848.336764	<b>76648.74233</b>	2948.028551
S3.1	Level 3	1st year 71669.29452	<b>73998.54659</b>	2846.097946	<b>76588.49572</b>	2945.711374	<b>79269.09307</b>	3048.811272
S3.2		2nd year 74036.88286	<b>76443.08155</b>	2940.118521	<b>79118.58941</b>	3043.02267	<b>81887.74004</b>	3149.528463
S3.3		3rd year 76406.01162	<b>78889.207</b>	3034.200269	<b>81650.32924</b>	3140.397279	<b>84508.09077</b>	3250.311183
S4.1	Level 4	1st year 78841.37738	<b>81403.72214</b>	3130.91239	<b>84252.85242</b>	3240.494324	<b>87201.70225</b>	3353.911625
S4.2		2nd year 81922.169	<b>84584.63949</b>	3253.255365	<b>87545.10187</b>	3367.119303	<b>90609.18044</b>	3484.968478
S5.1	Level 5	1st year 8577315851	<b>8856078616</b>	340618408.3	<b>9166041368</b>	352540052.6	<b>9486852816</b>	364878954.4
S5.2		2nd year 88853.95014	<b>91741.70352</b>	3528.527058	<b>94952.66314</b>	3652.025505	<b>98276.00635</b>	3779.846398
S6.1	Level 6	1st year 92704.93966	<b>95717.8502</b>	3681.455777	<b>99067.97496</b>	3810.306729	<b>102535.3541</b>	3943.667465
S6.2		2nd year 95785.73127	<b>98898.76754</b>	3803.798751	<b>102360.2244</b>	3936.931708	<b>105942.8323</b>	4074.724317
S7.1	Level 7	1st year 99636.72079	<b>102874.9142</b>	3956.72747	<b>106475.5362</b>	4095.212931	<b>110202.18</b>	4238.545384

<b>S7.2</b>		<i>2nd year</i>	104257.9082	<b>107646.2902</b>	4140.241931	<b>111413.9104</b>	4285.150399	<b>115313.3972</b>	4435.130663
<b>S8.1</b>	<b>Level 8</b>	<i>1st year</i>	110419.4914	<b>114008.1249</b>	4384.92788	<b>117998.4092</b>	4538.400355	<b>122128.3536</b>	4697.244368
<b>S8.2</b>		<i>2nd year</i>	116581.0747	<b>120369.9596</b>	4629.613832	<b>124582.9082</b>	4791.650316	<b>128943.31</b>	4959.358077
<b>S9</b>	<b>Level 9</b>	<i>1st year</i>	125823.4495	<b>129912.7116</b>	4996.642754	<b>134459.6565</b>	5171.525251	<b>139165.7445</b>	5352.528634
<b>S10</b>	<b>Level 10</b>	<i>2nd year</i>	141227.4076	<b>145817.2983</b>	5608.357629	<b>150920.9038</b>	5804.650146	<b>156203.1354</b>	6007.812901