



The Barossa Council

The Barossa Council Enterprise Agreement 2019



ENTERPRISE AGREEMENT 2019

CLAUSE 1 TITLE

This Agreement shall be known as The Barossa Council Enterprise Agreement 2019

CLAUSE 2 ARRANGEMENT

CLAUSE		PAGE NO.
1.	TITLE	2
2.	ARRANGEMENT	2
3.	DEFINITIONS	3
4.	PARTIES BOUND	4
5.	PERIOD OF OPERATION	4
6.	RELATIONSHIP TO CURRENT AWARD & PREVIOUS AGREEMENTS	4
7.	COMMITMENT TO COLLECTIVE BARGAINING	4
8.	CONSULTATIVE MECHANISM	4
9.	OBJECTIVES OF AGREEMENT	6
10.	EMPLOYEE RELATIONS/COMMUNICATION	7
11.	INTRODUCTION OF CHANGE	8
12.	AMALGAMATION OR BOUNDARY ADJUSTMENT	9
13.	STRATEGIES FOR IMPROVED FLEXIBILITY, EFFICIENCY & PRODUCTIVITY	10
14.	CASUAL PART-TIME AND FIXED TERM EMPLOYMENT	13
15.	PERSONAL LEAVE	14
16.	STUDY LEAVE	14
17.	PURCHASED LEAVE	15
18.	PAID PARENTAL LEAVE	15
19.	LONG SERVICE LEAVE	16
20.	CASHING OUT OF ANNUAL LEAVE	16
21.	DOMESTIC VIOLENCE LEAVE	16
22.	HEALTH AND WELLBEING	17
23.	EMPLOYEE ASSISTANCE PROGRAM	17
24.	CORPORATE WARDROBE	17
25.	ALLOWANCES	18
26.	GRIEVANCE DISPUTE RESOLUTION PROCEDURE	19
27.	PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS	19
28.	TERMINATION OF EMPLOYMENT	22
29.	SALARY INCREASES	22
30.	PAY BY EXCEPTION	22
31.	SUPERANNUATION	23
32.	SALARY SACRIFICE	23
33.	INCOME PROTECTION INSURANCE	24
34.	JOURNEY ACCIDENT INSURANCE	24
35.	CLASSIFICATION STRUCTURE	24
36.	NEGOTIATION OF FURTHER AGREEMENT	24
37.	NO FURTHER CLAIMS	24
38.	SIGNATORIES TO THE AGREEMENT	25
APPENDIX A	SALARY SCHEDULE	26

CLAUSE 3 DEFINITIONS

"Agreement" means The Barossa Council Enterprise Agreement 2019.

"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.

"Enterprise Bargaining Negotiating Committee (EBNC) Employee Representative" means an Employee representative appointed by expression of interest. The role of an EBNC Employee Representative is to effectively represent the interests of all Employees in regard to Enterprise Agreement negotiations.

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

"Employer" means The Barossa Council.

"Management System" means the framework of policy, processes, systems or other instruments that the organisation uses to achieve its strategic goals.

"Redundancy/Redundancies" the loss of employment due to Council no longer requiring the job the Employee has been doing to be performed by anyone, and redundant has a corresponding meaning.

"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).

"Union Workplace Representative" means an ASU member elected by the members and appointed under the rules of the Union.

"Workplace Representative" shall mean an Employee representative nominated by an Employee and may also include a Union Workplace Representative. The role of a Workplace Representative is to effectively represent the interests of all 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.

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence operation from the later of the 27 October 2019 or the date of certification by the South Australian Employment Tribunal and remain in force until 29 October 2022.

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 and enterprise 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 number of Employer and Employee representatives, shall formulate an Enterprise Agreement acceptable to all parties.

EBNC Employee Representatives shall consult with and represent the interests of all Employees covered by the Agreement during communication, consultation and negotiation with Management Representatives in formulating the Enterprise Agreement.
 - 8.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the EBNC 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 Workplace Representatives will support, consult 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.
- 8.4 Union Workplace Representatives

- 8.4.1 Union Workplace Representative/s shall keep the Chief Executive Officer informed of its membership and agreed operational details with the Chief Executive Officer and Managers. Management shall direct, where appropriate, relevant human resource/industrial issues to Union Workplace Representatives.
- 8.4.2 Council will recognise the role of the Union Workplace Representatives who shall be permitted to devote a reasonable amount of time to discuss allowable matters with full time officers of the Union or Employees.
- 8.4.3 Individual Employees will have the right to call on a Union Workplace Representative or Workplace Representative to assist them or advocate on their behalf in their dealings with Management.
- 8.4.4 Union Workplace Representatives and Workplace Representatives may request, on a case by case basis, to be informed of the nature of employment for any vacant or new position.

8.5 Industrial Relations Training Leave

Council recognises that training is an important factor if Union Workplace Representatives are to operate effectively. Accordingly, Union Workplace Representatives shall be allowed up to a maximum of five days training in the first year, as a representative and a maximum of two days per year in subsequent years, provided reasonable notice is given to Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted.

Industrial Relations Training Leave shall be granted provided that Council is able to make adequate staffing arrangements during the period of such leave and will be allocated as part of the individual Employee's training and personal development plan and expended from the individual's training budget allocation.

8.6 Union Officer's Access to Workplace

- 8.6.1 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 ordinary working hours, enter Council premises in which work to which this Agreement applies is being carried on, to inspect any time 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 8.6.2 hereof:
 - 8.6.1.1 that he/she does not hinder or obstruct any Employee of the Council concerned in the performance of his/her work during working time;
 - 8.6.1.2 that he/she does not exercise this right of entry for the purpose of 8.6.1, 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.
- 8.6.2 The following general provisions shall apply to the right of entry of Union officers to the premises of the Employer under this Agreement:
 - 8.6.2.1 Wherever it is practicable, the officer authorised pursuant to 8.6.1 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.

8.6.2.2 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.

8.6.2.3 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 8.6.1.

CLAUSE 9 OBJECTIVES OF AGREEMENT

9.1 Primary Objectives

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 Constructive Culture

The parties to this Agreement agree to work towards a constructive organisational culture, supporting behaviours which will result in an efficient, effective, rewarding, ethical and productive environment for Employees and Council. These behaviours are organised into four main constructive styles:

Achievement

Pursue a standard of excellence, set challenging but realistic goals and work towards them with enthusiasm.

Self-Actualising

Maintain personal integrity, enjoy work, self-develop and take an interest in growth and improvement activities.

Humanistic-Encouraging

Be supportive of others in and outside the workplace and constructive in their dealings with one another.

Affiliative

Be friendly, sensitive, and cooperate with others.

9.3 Business Excellence (Continuous Improvement)

The parties to this Agreement are committed to the Australian Business Excellence Framework (ABEF), a strategic leadership and management framework that encompasses all levels of Council and guides operations towards sustainable performance, continuous learning and improvement. The ABEF is based on 9 key principles including: clear direction, understanding the customer value proposition, systems thinking, developing and valuing people's capability, innovation and learning,

effective decision making, process management and improvement, sustainable performance and leadership that leads by example.

9.4 Human Resource Management

The parties agree Council's Human Resource Management Policy Library contains policies and processes that guide Employee Relations and Human Resource activities across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to Human Resource Management.

9.5 Work Health Safety

The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Injury Management, Employees are provided with a safe and healthy work environment.

9.6 Accordingly, this Agreement provides the vehicle for Council, Management and Employees to work positively together to achieve the shared goals. 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 constructive culture, high degree of team work, trust and shared commitment among all stakeholders;
- (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 communicate and consult regularly with Employees, to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of information, which may include a combination of e-mail, internal newsletters, staff meetings and intranet.

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.

10.3.5 Recognise that Council policies associated with this Agreement are subject to change during the life of this Agreement.

10.3.5.1 Council policies associated with this Agreement shall not be significantly changed, during the course of this Agreement, without final consultation with the EBNC Employee Representatives and after Management has undertaken

consultation with Employees, except in the case of minor amendments.

- 10.4 Full staff meetings shall be called and scheduled by Management. Employees, through their representatives, may call a full staff meeting in exceptional circumstances and with the provision of reasonable notice and in doing so shall provide a detailed agenda for discussion to all Employees including Management at least 7 calendar days prior to the meeting. Management may deny such a request from Employees due to operational reasons. The purpose of the meetings is to ensure information flow from policy makers to Employees and vice versa, so that matters which may impact on Employees can be discussed in accordance with the constructive culture objectives of this Agreement. 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 adverse effects, if any, 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 Employee 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 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 The Barossa Council or Service prior to amalgamation with the District Council of Angaston, District Council of Barossa, District Council of Tanunda and District Council of Mount Pleasant to a maximum payment of 104 weeks.
- 11.6.3 All of the above payments will be made upon the Employee leaving the employ of the Council.
- 11.6.4 An amount of up to 10% of the Employee's annual salary may be reimbursed by Council upon presentation of receipts and documentation of activities undertaken to assist the Employee to gain other employment within 6 months of separation. 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.

11.7 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 OR BOUNDARY ADJUSTMENT

Once a decision has been made by Council to amalgamate with one or more Councils, or to make a boundary adjustment which may affect Employees, 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, and training undertaken in accordance with Council's *Training and Professional Development Policy*. Management, in consultation with Employees, will develop an appropriate training plan based on a training needs analysis and shall implement such training at the earliest opportunity where reasonable.
- 13.1.2 Council's *Training and Professional Development Policy* shall not be significantly changed during the course of this Agreement without the agreement of EBNC Employee Representatives and in accordance with Clause 10.3.5, except for minor amendments such as wording clarifications or changes to allowances in line with consumer price index movements.
- 13.1.3 Out of hours training for Employees may be required on an occasional basis but only for items that are essential or mandatory for an Employee to undertake their role. 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.
- 13.1.4 Time spent at mandatory training conducted outside of ordinary hours is to be paid or accrued as time off in lieu at ordinary time rates. Travel time to and from training venues outside of ordinary hours is not payable unless approved by the Chief Executive Officer. Travel allowance is in accordance with Council's *Employee Travel and Accommodation Policy*.
- 13.1.5 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 Ordinary Hours

- 13.2.1 The ordinary hours of work, except those outlined in 13.2.1.1, 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. The ordinary hours of work are paid at the ordinary hourly rate of pay to the exclusion of any Award prescribed penalty rate or shift loading.
 - 13.2.1.1 The ordinary hours of work for The Barossa Visitor Centre Employees shall be from 7.30am to 7.30pm Monday to Saturday, 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.

13.3 Flexible Hours

- 13.3.1 **Flexible Work Arrangements**
By mutual agreement, and to take account of specific circumstances such as seasonal work cycles, peak work periods, or the needs of Employees, the normal working hours may be altered to allow Employees to:

- 13.3.1.1 Alter the starting and finishing time per day or lunch break provided that standard hours are worked between 7.30am and 7.30pm on Monday to Friday, excluding Public Holidays, without attracting penalty rates; or
- 13.3.1.2 Alter 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 7.30am and 7.30pm Monday to Friday, excluding Public Holidays; or
- 13.3.1.3 To meet exceptional circumstances, an Employee may seek to operate a Flexible Work Arrangement outside of the hours prescribed in Clause 13.3.1.1 including weekends without attracting penalty rates; or.
- 13.3.1.4 Work a nine day fortnight and maintaining 152 hours per four week period by varying the normal hours i.e. 8 days of 8.5 hours per day and 1 day of 8 hours per day.
- 13.3.1.5 Requests for a Flexible Work Arrangement are subject to the approval of the relevant Director or Chief Executive Officer (CEO) for positions that report to the CEO. Approval will be granted taking into consideration: service requirements; Employee equity; and any other reasonable workplace requirements. Approval can be later amended or discontinued to meet organisational services, levels or need. Flexible Work Arrangements will be subject to annual review and the provision of one months' notice of amendment or discontinuance. Changes to employment terms and conditions are documented in accordance with Council's *Human Resource Management Policy* and associated Processes.
- 13.3.1.6 Time off In Lieu (TOIL)
Where an Employee works authorised 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 the appropriate rate. 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.
- 13.3.1.7 Rostered Day Off (RDO)
Full time Employees working 152 hours over a nineteen day four week period must work 7.6 ordinary hours, plus an additional 0.4 hours per day over 19 working days to accrue time toward an RDO.
- If the Employee has not accrued sufficient time toward an RDO during the four week work period, the Employee is not eligible to take a full RDO in the period. An Employee is entitled to take the RDO time that has been accrued, subject to operational needs.

If during any four week work period, an Employee is absent from work due to any leave (authorised or unauthorised), or due to a public holiday, the Employee will not accrue time toward an RDO. The absence will be recorded at 7.6 hours.

Employees should generally take their RDO within the four week period from when it is accrued, at a time agreed in writing between Management and the Employee.

The Employee may (with reasonable notice by Management) be required to work on the RDO. Where this occurs Management and the Employee shall agree on a suitable date to take the RDO, preferably within the pay period.

Where required to meet organisational needs, RDO's may be deferred by mutual agreement between the Employee and the supervisor. A maximum of three days (22.8 hours) can be accrued at any time. Where this is exceeded, no further RDO's can accrue except where there is a written agreement in place in accordance with Clause 13.3.1.7.1.

13.3.1.7.1 An Employee has the right to request in writing, for either operational or other personal factors, to accrue up to five RDO's, which can be reasonably refused or conditioned by Council.

13.3.1.7.2 Where an Employee has approval pursuant to 13.3.1.7.1 an Employee can only accrue and take all five RDO's once in the financial year. This timeframe must be stipulated in the application under 13.3.1.7.1.

13.3.1.7.3 Council and Employees, in the implementation of this clause, acknowledge that RDO's have historically accrued beyond normal limits and Employees and Management shall work together to reduce all balances within the limits detailed in 13.3.1.7 over 12 months commencing on the later of the certification or commencement of this Agreement.

13.4 Flexibility in the Workplace

The Parties (The Barossa Council and those Employees employed by the Council pursuant to the Award) agree to develop an adequate document which may be a process or guideline to support the application of the various flexible workplace opportunities and provide access to the document during the term of this Agreement.

13.5 Penalty Rates

13.5.1 Penalty Rates for Library Staff Monday to Friday

Library 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.

13.5.2 Work Outside of Ordinary Hours

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, unless other mutually agreed arrangements are in place.

All time worked on Saturday or Sunday (excluding Barossa Visitor Centre Employees) shall be paid for a minimum of 3 hours at the following rate.

- First 3 hours worked during the Saturday or 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.

For Barossa Visitor Centre Employees time worked on a Sunday shall be paid at the following rate.

- First 3 hours worked on a Sunday shall be paid at ordinary time.
- All hours in excess of the first 3 hours shall be paid at time and a half.

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

CLAUSE 14 CASUAL, PART-TIME AND FIXED TERM EMPLOYMENT

14.1 Casual Employment

Appointment of casual Employees shall be in accordance with the Award; however, Council shall be limited to employ a total of ten full time equivalent (FTE) casual Employees, who may be placed wherever the organisational needs require them to be placed. Each casual Employee may work up to 1300 hours each in any one financial year. The exception to this provision is where casuals are engaged for a seasonal period.

14.2 An Employee, other than a full-time Employee, employed by Council for more than 1300 hours in a year, shall be engaged as a part-time Employee, unless the Employee, Council and a representative (where appointed) otherwise agree.

14.3 Part Time Employment

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 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 13.3 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 (e.g. Annual Leave, Sick Leave, Family Leave, etc.).

14.7 Fixed Term Employment

Council may engage Employees for a fixed term: in Organisational Management Group positions; to undertake a project or program for a defined duration; in positions which are subject to external or specific program funding; and to cover the absences of Employees provided that any such fixed term is clearly identified at the time of engagement.

- 14.8 A written agreement setting out the terms and conditions of the contract including the nature of the duties and the Award classification shall be signed by Council and the Employee.
- 14.9 Employees engaged on fixed term contracts where the duration is greater than six months will be informed of their cessation, renewal or extension at least six weeks prior or where practicable three months, prior to the expiry date of their current contract.
- 14.10 During the term of this Agreement, Council will undertake to review contract positions for possible conversion to permanent roles and report any findings without disclosing confidential information to the EBNC

CLAUSE 15 PERSONAL LEAVE

- 15.1 Subject to the following conditions an Employee may access his or her personal leave entitlement for reasons of urgent personal need:
- 15.1.1 There shall be no change to the personal leave entitlement for full-time Employees nor any change to the accrual of unused personal leave from year to year.
- 15.1.2 An Employee may access his or her personal leave entitlement for urgent need provided that the Employee has used any accrued leave which is available under the Flexible 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 Director and/or 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, carers leave, 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. Where an Employee has insufficient personal leave or annual leave entitlements approval may be granted by the CEO to utilise a negative leave accrual of up to five days. An agreement to utilise a negative leave accrual will be made in writing and will require the Employee to repay any negative leave entitlement to Council upon their resignation or termination of their employment

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, in accordance with Council's *Training and Professional Development Policy*. 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 and the course directly relates to the Employees present position;
- take up to two days per financial year where the course relates to the Employee's career in Local Government;
- or
- 16.1.2 seek reimbursement for part or all fees relating to courses which may be mutually beneficial to the Employee and Council.

16.1.3 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 Employee 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 PURCHASED LEAVE

- 17.1 Employees may apply to purchase up to four (4) weeks additional leave over a two (2) year period (pro rata for part time Employees) which may be reasonably refused on operational grounds.
- 17.2 If purchased leave is approved, it may be cancelled by either party on three months' notice or less in exceptional circumstances with the agreement of the Director or Chief Executive Officer.
- 17.3 The Employee's annual salary shall be apportioned based upon the amount of leave purchased and distributed on a fortnightly basis. This allows Employees to continue to receive pay during periods for which purchased leave is approved. The value of accrued purchased leave must be the equivalent to value of the Employee's salary at the time of taking leave.
- 17.4 Applications for purchased leave, detailing time of leave, must be made to the Employee's Director and/or Chief Executive Officer preceding the year that, if approved, purchased leave shall be taken.
- 17.5 Purchased leave can only be taken in week blocks and must be fully accrued (paid for) prior to it being taken. There shall be no discretion provided to this clause. If the necessary leave has not been accrued at the existing rate of pay then value of accrued purchased leave must be 'topped up' by the Employee or the available purchased leave days reduced to that which is accrued at the time when leave is taken.
- 17.6 Purchased leave must be used in the financial year following the Employee's application or it is lost. Any leave purchased in this circumstance shall be reimbursed to the Employee including any adjustments to taxation. There shall be no discretion provided to carry such leave forward.
- 17.7 Purchased leave will count to an Employee's continuity of service.
- 17.8 Where an Employee/Employer requests cancellation of purchased leave before the leave has been taken, and this is agreed, the appropriate salary adjustment will be paid as a lump sum.
- 17.9 Where an Employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee are accounted for and an appropriate payment is made.

CLAUSE 18 PAID PARENTAL LEAVE

- 18.1 Employees, who are the primary care giver of a new born child under the age of one (1) year, are entitled to paid parental leave of 4 weeks, at their current rate of pay.

- 18.2 An Employee must complete one (1) year of service to qualify for access to paid parental leave from an Employee's employment commencement date.
- 18.3 An Employee may only access paid parental leave once in every two (2) year period.

CLAUSE 19 LONG SERVICE LEAVE

- 19.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)* and Council's *Long Service Leave Policy*.
- 19.2 Long Service Leave may be taken at a time mutually convenient between Council and the Employee concerned after seven (7) years' service, in periods of at least two (2) weeks.
- 19.3 An Employee may take Long Service Leave after seven (7) years of service in the following manner:
- half pay, this doubling the period of leave taken;
 - double pay, thus halving the period of leave taken;
 - 'cashing out' part of their accrued leave (subject to approval by the Director or Chief Executive Officer taking account of budgetary constraints and claims made); or
 - take the leave as normal.

CLAUSE 20 CASHING OUT OF ANNUAL LEAVE

- 20.1 An Employee may seek to cash out a particular amount of accrued annual leave in accordance with this Clause.
- 20.2 Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this Clause.
- 20.3 A request must be made in writing to the CEO stating the amount of leave to be cashed out. Approval will be provided taking into account budgetary constraints and claims made.
- 20.4 An agreement made under this Clause will state:
- i) the amount of leave to be cashed out and the payment to be made to the Employee for it;
 - ii) the date of which the payment is to be made; and
 - iii) the amount of accrued annual leave remaining after the payment has been made.
- 20.5 The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- 20.6 An agreement must not result in the Employee's remaining accrued entitlement to be less than 8 weeks.
- 20.7 The Employee is entitled to take the amount of leave cashed out at a later date as leave without pay.
- 20.8 Council will keep a copy of any agreement made under this Clause on the Employees record.

CLAUSE 21 DOMESTIC VIOLENCE LEAVE

- 21.1 Employees who experience family or domestic violence and require time off work to attend medical appointments, legal proceedings and/or any other related activities will be entitled to:

- unpaid leave up to 2 days per occasion;
- and/or use of personal leave

Consideration will be given to requests for further unpaid leave on a case by case basis.

- 21.2 Employees experiencing family or domestic violence leave will have the right to request flexible working arrangements and Council will assess this based on operational requirements.
- 21.3 An Employee may be required to produce evidence that family or domestic violence has occurred, such as a medical certificate, a document issued by the police service and/or court.
- 21.4 Council and the Employee will ensure all reasonable attempts are made to ensure personal information concerning matters of family or domestic violence are kept confidential and may only be divulged in exceptional circumstances, in consultation with one another, where it is imperative to maintain the safety of the Employee and/or co-workers.

CLAUSE 22 HEALTH AND WELLBEING

- 22.1 Council recognises the importance of Employee health and wellbeing and is committed to the creation of a program to support and promote Employee improved outcomes.
- 22.2 Council will continue to provide access to existing programs including the Employee Assistance Program as outlined in Clause 23, the Local Government Associations Corporate Health Program and Council's Influenza Immunization Program. Further vaccinations (i.e. Hepatitis A and B) are provided to specific roles based on identified risks and medical advice.

CLAUSE 23 EMPLOYEE ASSISTANCE PROGRAM

- 23.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide Employees with access to professional, independent and confidential counselling service as nominated by Council at no cost to the Employee.
- 23.2 Employees are entitled to three (3) Council funded visits in relation to any one matter or in any one calendar year. Further visits may be negotiated with the relevant Director and/or CEO to meet special needs and on an agreed basis.

CLAUSE 24 CORPORATE WARDROBE

- 24.1 Council will provide financial assistance to encourage Employees to adopt the Corporate Wardrobe
 - 24.1.1 Allowance amounts for full-time Employees will be:
Establishment of the initial Wardrobe \$780.00 per year (including GST);
Maintenance of Wardrobe for male Employees up to \$391.00 per year (including GST);
Maintenance of Wardrobe for female Employees up to \$468.00 per year (including GST).
 - 24.1.2 The Establishment allowance is only available for the First issue of Wardrobe. In subsequent years, only the Maintenance allowance will be available.

- 24.2 Allowance amounts for Part-time Employees are to be calculated according to the number of hours each Employee is contracted to work for the financial year. The amount received is a percentage of the full time equivalent.
- 24.3 Casual Employees and Employees on probation are not entitled to the allowance unless approved by the Chief Executive Officer, in accordance with Council's *Corporate Wardrobe Policy*.
- 24.4 Allowances are adjusted annually each July by CPI (based on the previous December quarter index prices for Adelaide).

CLAUSE 25 ALLOWANCES

25.1 First aid allowance

- 25.1.1 Where Council requires an Employee to hold and act upon a first aid certificate an allowance in accordance with the Award shall be paid in respect of the actual time each week that the Employee is required to act upon such certificate.
- 25.1.2 The payment shall be paid to casual and regular part-time Employees on a pro-rata basis in accordance with the Award.
- 25.1.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 25.1.4 Where an Employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by Council including the renewal of certificates.

25.2 Travel allowance

- 25.2.1 Where an Employee uses their motor car on or in connection with the business of Council, they shall be reimbursed in accordance with the Award and Council's *Employee Travel and Accommodation Policy*.
- 25.2.2 An Employee shall be entitled to have their motor driver's licence paid by Council (or the cost reimbursed) in circumstances where the requirement for the Employee to drive a motor vehicle is a normal and regular feature in the performance of their ordinary duties in accordance with the Award.
- 25.2.3 Should the Employee resign from the service of Council, or have their service terminated, prior to the expiration of the period of their licence, Council shall have the right to deduct from monies due to the Employee on termination, an amount pro-rata to the unexpired portion of the licence fee.

25.3 Adverse Working Conditions

- 25.3.1 In recognition that Employees are on occasions required to undertake tasks of an undesirable nature, Council will pay an allowance of \$10.00 per day for an Employee who is required on a particular day to handle a deceased animal.
- 25.3.2 An Employee is only entitled to claim the allowance once per day regardless of the number of adverse activities they undertake in a day.

- 25.3.3 An Employee claiming the allowance is to follow defined processes in recording and claiming the allowance.

CLAUSE 26 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 26.1 In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply:
- 26.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
 - 26.1.2 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.
 - 26.1.3 If the matter is unresolved after 3 days the Employee (and the Workplace Representative if desired) or supervisor may discuss the matter at a mutually convenient time with the relevant Director.
 - 26.1.4 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 or other representative at this stage.
 - 26.1.5 The above process should be completed within fourteen (14) days of the issue first being raised.
- 26.2 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.
- 26.3 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.
- 26.4 Enterprise Bargaining Agreement Dispute Resolution
- 26.4.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Staff 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.
 - 26.4.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the management of the Council, Workplace Representatives and the Union on behalf of Council Employees.
 - 26.4.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Employment Tribunal in a conciliation role and, if necessary, to arbitrate the dispute.

CLAUSE 27 PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS

- 27.1 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, in accordance with Council Policy.

- 27.2 From time to time direct line managers will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 27.3 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.
- 27.4 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.
- 27.5 Council's performance management process including formal disciplinary procedures is outlined in the *Performance Management Process*.

At a minimum the following procedure outlines steps for implementation of Formal Disciplinary Procedures:

27.5.1 STEP ONE First Formal Warning

- 27.5.1.1 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.
- 27.5.1.2 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.
- 27.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
- 27.5.1.4 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.
- 27.5.1.5 A date will be set for review.
- 27.5.1.6 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.

27.5.2 STEP TWO Review/Second Formal Warning

- 27.5.2.1 At the time of the review (as in 27.5.1.5 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.
- 27.5.2.2 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.

- 27.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
- 27.5.2.4 The Employee will again 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.
- 27.5.2.5 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.
- 27.5.2.6 Once again strategies should be jointly developed to provide support and guidance to the Employee to assist the Employee to redress the poor performance.
- 27.5.2.7 A date will be set for review.
- 27.5.2.8 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.

27.5.3 STEP THREE Review/Termination

- 27.5.3.1 As with Step 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.
- 27.5.3.2 Performance may have improved; however it is viewed that ongoing formal processes should be left in place and a further review date established.
- 27.5.3.3 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 led to the termination. Termination of employment will be confirmed in writing.

27.6 Summary Dismissal

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

27.7 This Clause does not apply to probationary Employees.

CLAUSE 28 TERMINATION OF EMPLOYMENT

28.1 Resignation

Any Employee, other than a casual Employee, desiring to terminate their employment shall give to the Council two weeks' notice of their intention to do so.

28.2 Certification of Service

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

CLAUSE 29 SALARY INCREASES

29.1 Base pay rates will be increased to absorb annual leave loading into the base rate as at 26 October 2019 and any accrued annual leave loading entitlements paid out as soon as possible thereafter but not later than 30 November 2019.

29.2 Effective from the first full pay period occurring on or after 27 October 2019 a salary increase of 2.0%.

29.3 Effective from the first full pay period occurring on or after 27 October 2020 a salary increase of 2.0%.

29.4 Effective from the first full pay period occurring on or after 27 October 2021 a salary increase of 2.0%.

29.5 The minimum annual rate of salary to be paid to Employees as provided for above are set out in Appendix A.

29.6 In addition to the above wage increases, The Barossa Council will provide Income Protection Insurance as provided for in Clause 33. Should for any reason The Barossa Council discontinue this protection for Employees, the minimum salary rates shall be increased commensurate with the contribution cost of providing the income protection insurance at the time of signing this Agreement.

CLAUSE 30 PAY BY EXCEPTION

Full-Time and Part-Time Employees will transition to be paid by exception:

30.1 This provision is only applicable to Employees who work a regular work pattern and within the span of ordinary hours as per Clause 13.2;

30.2 Employees who are paid by exception are not required to submit a fortnightly timesheet. However, they must submit a leave form authorised by their Supervisor and submitted to the Payroll Officer for all leave taken during the pay period (including Annual Leave, Personal Leave, RDO and TOIL taken, and any other forms of leave taken);

30.3 Employees not paid by exception are required to record their hours worked on a timesheet which must be authorised by their Supervisor and submitted to the Payroll Officer on a fortnightly basis;

30.4 Supervisors hold ultimate responsibility for monitoring the hours worked by Employees and must ensure that all documentation accurately reflects hours worked and is submitted to the Payroll Officer in a timely manner.

CLAUSE 31 SUPERANNUATION

The Council shall pay superannuation contributions in respect of each Employee into the Employees nominated superannuation fund.

- 31.1 Choice of fund will apply from the commencement date of this Agreement with all Employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any Employee that does not provide a choice form within an appropriate period, as determined by the Employer, all contributions will be paid to StatewideSuper.
- 31.2 The opportunity to switch funds shall only be provided on an annual basis. On the anniversary of this Agreement, Employees will be provided the option to choose a different fund. Any Employee that does not provide a choice form within an appropriate period, as determined by the Employer, will have all contributions paid to StatewideSuper.
- 31.3 Council will not bear any third party or Employee costs or penalties associated with transferring superannuation providers.
- 31.4 The amount of the Employer superannuation contribution will be:
- 31.4.1 For each Employee who is making "Salarylink Contributions" to StatewideSuper:
- 3% of the Employee's salary; and
 - any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of StatewideSuper as advised by the Trustee from time to time to finance the Salarylink benefit for the Employee; and
 - any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- "Salarylink Contributions" has the meaning given to that term under the Trust Deed of StatewideSuper.

The Trust Deed of StatewideSuper ensures compliance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

- 31.4.2 For each other Employee:
- contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992 (Cth)*; and
 - any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

CLAUSE 32 SALARY SACRIFICE

- 32.1 Salary sacrificing superannuation shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 32.2 The application shall be in writing and detail the amount of salary to be sacrificed to superannuation.
- 32.3 The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. The parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

- 32.4 Employees may salary sacrifice through the financial services of an independent Salary Sacrifice Agency, 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.
- 32.5 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 33 INCOME PROTECTION INSURANCE

- 33.1 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.
- 33.2 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 34 JOURNEY ACCIDENT INSURANCE

- 34.1 Employees covered by this Agreement shall receive 24 hour journey accident insurance whilst the Employee is engaged in travel associated with work or training through Local Government Risk Services or any other insurer that the parties agree on.

CLAUSE 35 CLASSIFICATION STRUCTURE

- 35.1 A Classification Structure for Employees employed under this Agreement will be developed by Council in consultation with Employees and the Australian Services Union within the duration of this Agreement.

CLAUSE 36 NEGOTIATION OF FURTHER AGREEMENT



- 36.1 The parties commit to commence negotiations to review this Agreement no later than six months before the end of the term of the Agreement.

CLAUSE 37 NO FURTHER CLAIMS


- 37.1 The parties to this Agreement undertake that for the life of this Agreement, there will be no further claims or salary increases except as provided for under this Agreement.
- 37.2 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 38 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of The Barossa Council by Martin McCarthy, Chief Executive Officer:

Signature		(Witness)	
Full Name:	MARTIN RAYMOND MCCARTHY		Kimberley Rohan
Date:	18/10/19		Date: 18/10/19

Signed for and on behalf of The Barossa Council Employees by Staff Representatives:


Signature	
Full Name:	STEVEN RUSSELL RIGBY
Date:	18 OCTOBER 2019

Signature	
Full Name:	ANNETTE JOYCE RANDALL
Date:	18 October 2019

Signature	
Full Name:	
Date:	

Signature	
Full Name:	
Date:	

Signed for and on behalf of the Australian Services Union by Abbie Spencer
 Position Title: Branch Secretary, SA + NT Branch.

Signature		(Witness)	
Full Name:	Abbie Caroline Spencer		
Date:	21/10/19		Date: 21/10/19

THE BAROSSA COUNCIL ENTERPRISE AGREEMENT

2019

APPENDIX A

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after
27th October 2019

CLASS CODE	LEVEL	EA 27.10.2018	2.00% INCREASE	LEAVE LOADING	ANNUAL GROSS	FORTNIGHTLY GROSS
GOS 011	Level 1 1st Year	50485.98809	51,495.71	693.21	52188.91930	2007.26613
GOS 012	2nd Year	51651.38777	52,684.42	709.21	53393.62881	2053.60111
GOS 013	3rd Year	53280.22126	54,345.83	731.58	55077.40411	2118.36170
GOS 014	4th Year	55027.18487	56,127.73	755.57	56883.29414	2187.81901
GOS 015	5th Year	56774.14852	57,909.63	779.55	58689.18422	2257.27632
GOS 016	6th Year	58518.84046	59,689.22	803.51	60492.72597	2326.64331
GOS 021	Level 2 1st Year	60288.52144	61,494.29	827.81	62322.09964	2397.00383
GOS 022	2nd Year	62035.48506	63,276.19	851.79	64127.98969	2466.46114
GOS 023	3rd Year	63782.44873	65,058.10	875.78	65933.87979	2535.91845
GOS 024	4th Year	65529.41239	66,840.00	899.77	67739.76988	2605.37576
GOS 031	Level 3 1st Year	67274.10428	68,619.59	923.73	69543.31156	2674.74275
GOS 032	2nd Year	69021.06792	70,401.49	947.71	71349.20164	2744.20006
GOS 033	3rd Year	70768.03157	72,183.39	971.70	73155.09171	2813.65737
GOS 034	4th Year	72514.99521	73,965.30	995.69	74960.98178	2883.11468
GOS 041	Level 4 1st Year	74259.68710	75,744.88	1,019.64	76764.52347	2952.48167
GOS 042	2nd Year	76006.65080	77,526.78	1,043.63	78570.41360	3021.93898
GOS 043	3rd Year	77753.61443	79,308.69	1,067.62	80376.30365	3091.39629
GOS 044	4th Year	79500.57807	81,090.59	1,091.60	82182.19373	3160.85360
GOS 051	Level 5 1st Year	81245.26999	82,870.18	1,115.56	83985.73545	3230.22059
GOS 052	2nd Year	82992.23362	84,652.08	1,139.55	85791.62550	3299.67790
GOS 053	3rd Year	84739.19727	86,433.98	1,163.53	87597.51557	3369.13521
GOS 061	Level 6 1st Year	87649.28884	89,402.27	1,203.49	90605.76678	3484.83718
GOS 062	2nd Year	90559.38044	92,370.57	1,243.45	93614.01800	3600.53915
GOS 063	3rd Year	93471.74379	95,341.18	1,243.45	96584.62862	3714.79341
GOS 071	Level 7 1st Year	96381.83535	98,309.47	1,243.45	99552.92202	3828.95854
GOS 072	2nd Year	99291.92697	101,277.77	1,243.45	102521.21546	3943.12367
GOS 073	3rd Year	102202.01853	104,246.06	1,243.45	105489.50885	4057.28880
GOS 081	Level 8 1st Year	105695.94582	107,809.86	1,243.45	109053.31470	4194.35826
GOS 082	2nd Year	109187.60136	111,371.35	1,243.45	112614.80334	4331.33859
GOS 083	3rd Year	112681.52868	114,935.16	1,243.45	116178.60921	4468.40805
GOS 183	Level 1	114544.14166	116,835.02	1,243.45	118078.47445	4541.47979

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27th October 2020

CLASS CODE	LEVEL		EA 27.10.2019	ANNUAL GROSS	FORTNIGHTLY GROSS
GOS 011	Level 1	1st Year	52188.91930	53232.69769	2047.41145
GOS 012		2nd Year	53393.62881	54461.50138	2094.67313
GOS 013		3rd Year	55077.40411	56178.95219	2160.72893
GOS 014		4th Year	56883.29414	58020.96003	2231.57539
GOS 015		5th Year	58689.18422	59862.96790	2302.42184
GOS 016		6th Year	60492.72597	61702.58048	2373.17617
GOS 021	Level 2	1st Year	62322.09964	63568.54163	2444.94391
GOS 022		2nd Year	64127.98969	65410.54948	2515.79036
GOS 023		3rd Year	65933.87979	67252.55739	2586.63682
GOS 024		4th Year	67739.76988	69094.56528	2657.48328
GOS 031	Level 3	1st Year	69543.31156	70934.17779	2728.23761
GOS 032		2nd Year	71349.20164	72776.18567	2799.08406
GOS 033		3rd Year	73155.09171	74618.19355	2869.93052
GOS 034		4th Year	74960.98178	76460.20141	2940.77698
GOS 041	Level 4	1st Year	76764.52347	78299.81394	3011.53131
GOS 042		2nd Year	78570.41360	80141.82187	3082.37776
GOS 043		3rd Year	80376.30365	81983.82972	3153.22422
GOS 044		4th Year	82182.19373	83825.83760	3224.07068
GOS 051	Level 5	1st Year	83985.73545	85665.45016	3294.82501
GOS 052		2nd Year	85791.62550	87507.45801	3365.67146
GOS 053		3rd Year	87597.51557	89349.46589	3436.51792
GOS 061	Level 6	1st Year	90605.76678	92417.88211	3554.53393
GOS 062		2nd Year	93614.01800	95486.29836	3672.54994
GOS 063		3rd Year	96584.62862	98516.32119	3789.08928
GOS 071	Level 7	1st Year	99552.92202	101543.98046	3905.53771
GOS 072		2nd Year	102521.21546	104571.63977	4021.98614
GOS 073		3rd Year	105489.50885	107599.29903	4138.43458
GOS 081	Level 8	1st Year	109053.31470	111234.38099	4278.24542
GOS 082		2nd Year	112614.80334	114867.09941	4417.96536
GOS 083		3rd Year	116178.60921	118502.18139	4557.77621
GOS 183	Level 1		118078.47445	120440.04394	4632.30938

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27th October 2021

CLASS CODE	LEVEL		EA 27.10.2020	ANNUAL GROSS	FORTNIGHTLY GROSS
GOS 011	Level 1	1st Year	53232.69769	54297.35164	2088.35968
GOS 012		2nd Year	54461.50138	55550.73141	2136.56659
GOS 013		3rd Year	56178.95219	57302.53123	2203.94351
GOS 014		4th Year	58020.96003	59181.37923	2276.20689
GOS 015		5th Year	59862.96790	61060.22726	2348.47028
GOS 016		6th Year	61702.58048	62936.63209	2420.63970
GOS 021	Level 2	1st Year	63568.54163	64839.91247	2493.84279
GOS 022		2nd Year	65410.54948	66718.76047	2566.10617
GOS 023		3rd Year	67252.55739	68597.60853	2638.36956
GOS 024		4th Year	69094.56528	70476.45658	2710.63295
GOS 031	Level 3	1st Year	70934.17779	72352.86135	2782.80236
GOS 032		2nd Year	72776.18567	74231.70939	2855.06575
GOS 033		3rd Year	74618.19355	76110.55742	2927.32913
GOS 034		4th Year	76460.20141	77989.40544	2999.59252
GOS 041	Level 4	1st Year	78299.81394	79865.81022	3071.76193
GOS 042		2nd Year	80141.82187	81744.65831	3144.02532
GOS 043		3rd Year	81983.82972	83623.50632	3216.28870
GOS 044		4th Year	83825.83760	85502.35435	3288.55209
GOS 051	Level 5	1st Year	85665.45016	87378.75916	3360.72151
GOS 052		2nd Year	87507.45801	89257.60717	3432.98489
GOS 053		3rd Year	89349.46589	91136.45520	3505.24828
GOS 061	Level 6	1st Year	92417.88211	94266.23975	3625.62461
GOS 062		2nd Year	95486.29836	97396.02433	3746.00094
GOS 063		3rd Year	98516.32119	100486.64762	3864.87106
GOS 071	Level 7	1st Year	101543.98046	103574.86007	3983.64846
GOS 072		2nd Year	104571.63977	106663.07256	4102.42587
GOS 073		3rd Year	107599.29903	109751.28501	4221.20327
GOS 081	Level 8	1st Year	111234.38099	113459.06861	4363.81033
GOS 082		2nd Year	114867.09941	117164.44139	4506.32467
GOS 083		3rd Year	118502.18139	120872.22502	4648.93173
GOS 183	Level 1		120440.04394	122848.84482	4724.95557

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement Rates Effective from the first pay period commencing on or after
27th October 2019

CLASS CODE	LEVEL	EA 27.10.2018	2.00% INCREASE	LEAVE LOADING	ANNUAL GROSS	FORTNIGHTLY GROSS
SOS 011	Level 1 1st Year	87649.28884	89,402.27	1,243.45	90645.72462	3486.37402
SOS 012	2nd Year	90559.38044	92,370.57	1,243.45	93614.01805	3600.53916
SOS 013	3rd Year	93471.74377	95,341.18	1,243.45	96584.62864	3714.79341
SOS 021	Level 2 1st Year	96381.83534	98,309.47	1,243.45	99552.92205	3828.95854
SOS 022	2nd Year	99291.92695	101,277.77	1,243.45	102521.21549	3943.12367
SOS 023	3rd Year	102202.01852	104,246.06	1,243.45	105489.50889	4057.28880
SOS 031	Level 3 1st Year	105695.94582	107,809.86	1,243.45	109053.31474	4194.35826
SOS 032	2nd Year	109187.60136	111,371.35	1,243.45	112614.80338	4331.33859
SOS 033	3rd Year	112681.52868	114,935.16	1,243.45	116178.60925	4468.40805
SOS 041	Level 4 1st Year	116273.14051	118,598.60	1,243.45	119842.05332	4609.30974
SOS 042	2nd Year	120816.60906	123,232.94	1,243.45	124476.39124	4787.55351
SOS 051	Level 5 1st Year	126495.94472	129,025.86	1,243.45	130269.31361	5010.35822
SOS 052	2nd Year	131039.41323	133,660.20	1,243.45	134903.65150	5188.60198
SOS 061	Level 6 1st Year	136718.74889	139,453.12	1,243.45	140696.57386	5411.40669
SOS 062	2nd Year	141262.21740	144,087.46	1,243.45	145330.91175	5589.65045
SOS 071	Level 7 1st Year	146941.55307	149,880.38	1,243.45	151123.83413	5812.45516
SOS 072	2nd Year	153756.75584	156,831.89	1,243.45	158075.34095	6079.82081
SOS 081	Level 8 1st Year	162843.69287	166,100.57	1,243.45	167344.01673	6436.30834
SOS 082	2nd Year	171930.62993	175,369.24	1,243.45	176612.69253	6792.79587
SOS 091	Level 9 1st Year	185561.03547	189,272.26	1,243.45	190515.70618	7327.52716
SOS 101	Level 10 1st Year	208278.37806	212,443.95	1,243.45	213687.39562	8218.74599

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement Rates Effective from the first pay period commencing on or after 27th October 2020

CLASS CODE	LEVEL	EA 27.10.2019	ANNUAL GROSS	FORTNIGHTLY GROSS
SOS 011	Level 1 1st Year	90645.72602	92458.64054	3556.10156
SOS 012	2nd Year	93614.01945	95486.29984	3672.54999
SOS 013	3rd Year	96584.63004	98516.32264	3789.08933
SOS 021	Level 2 1st Year	99552.92345	101543.98192	3905.53777
SOS 022	2nd Year	102521.21689	104571.64123	4021.98620
SOS 023	3rd Year	105489.51029	107599.30049	4138.43463
SOS 031	Level 3 1st Year	109053.31614	111234.38246	4278.24548
SOS 032	2nd Year	112614.80478	114867.10088	4417.96542
SOS 033	3rd Year	116178.61065	118502.18286	4557.77626
SOS 041	Level 4 1st Year	119842.05472	122238.89581	4701.49599
SOS 042	2nd Year	124476.39264	126965.92050	4883.30463
SOS 051	Level 5 1st Year	130269.31501	132874.70131	5110.56543
SOS 052	2nd Year	134903.65290	137601.72596	5292.37408
SOS 061	Level 6 1st Year	140696.57526	143510.50677	5519.63488
SOS 062	2nd Year	145330.91315	148237.53142	5701.44352
SOS 071	Level 7 1st Year	151123.83553	154146.31224	5928.70432
SOS 072	2nd Year	158075.34235	161236.84920	6201.41728
SOS 081	Level 8 1st Year	167344.01813	170690.89849	6565.03456
SOS 082	2nd Year	176612.69393	180144.94781	6928.65184
SOS 091	Level 9 1st Year	190515.70758	194326.02173	7474.07776
SOS 101	Level 10 1st Year	213687.39702	217961.14497	8383.12096

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement Rates Effective from the first pay period commencing on or after 27th October 2021

CLASS CODE	LEVEL	EA 27.10.2020	ANNUAL GROSS	FORTNIGHTLY GROSS
SOS 011	Level 1 1st Year	92458.64054	94307.81335	3627.22359
SOS 012	2nd Year	95486.29984	97396.02584	3746.00099
SOS 013	3rd Year	98516.32264	100486.64910	3864.87112
SOS 021	Level 2 1st Year	101543.98192	103574.86156	3983.64852
SOS 022	2nd Year	104571.64123	106663.07406	4102.42593
SOS 023	3rd Year	107599.30049	109751.28650	4221.20333
SOS 031	Level 3 1st Year	111234.38246	113459.07011	4363.81039
SOS 032	2nd Year	114867.10088	117164.44290	4506.32473
SOS 033	3rd Year	118502.18286	120872.22652	4648.93179
SOS 041	Level 4 1st Year	122238.89581	124683.67373	4795.52591
SOS 042	2nd Year	126965.92050	129505.23891	4980.97073
SOS 051	Level 5 1st Year	132874.70131	135532.19534	5212.77674
SOS 052	2nd Year	137601.72596	140353.76048	5398.22156
SOS 061	Level 6 1st Year	143510.50677	146380.71691	5630.02757
SOS 062	2nd Year	148237.53142	151202.28204	5815.47239
SOS 071	Level 7 1st Year	154146.31224	157229.23849	6047.27840
SOS 072	2nd Year	161236.84920	164461.58618	6325.44562
SOS 081	Level 8 1st Year	170690.89849	174104.71646	6696.33525
SOS 082	2nd Year	180144.94781	183747.84677	7067.22488
SOS 091	Level 9 1st Year	194326.02173	198212.54217	7623.55931
SOS 101	Level 10 1st Year	217961.14497	222320.36786	8550.78338

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-01481

Applicant Danna Slessor Cobb , Australian Services Union , Annette Randall ,
The Barossa Council , Steven Rigby

Other parties

Orders - Approval of Enterprise Agreement

The Barossa Council Enterprise Agreement 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 6 December 2019 and have a nominal life extending to 29 October 2022.

Commissioner Cairney

06 Dec 2019

DOC_BUILDER_ENTERPRISE_AGREEMENTS



