

Orders- Approval of Enterprise Agreement



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02813

Applicant Berri Barmera Council, Catherine LeMaistre

Other parties Amalgamated ASU (SA) State Union

Linked case(s)

Orders - Approval of Enterprise Agreement

The Berri Barmera Council Enterprise Agreement (ASU) No. 11 2020

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 29 July 2020 and have a nominal life extending to 30 June 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney', written over a light blue horizontal line.

Commissioner Cairney

29 Jul 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT (ASU) No. 11, 2020

CLAUSE 1 TITLE

This Agreement shall be known as The Berri Barmera Council Enterprise Agreement (ASU) No. 11, 2020.

CLAUSE 2 ARRANGEMENT

Clause Title

1	Title
2	Arrangement
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5	Period of Operation
6	Relationship to Parent Award
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Schedule 1 - Pay Rates

CLAUSE 3 DEFINITIONS

"Agreement" shall mean The Berri Barmera Council Enterprise Agreement (ASU) No.11, 2020.

"Award" shall mean the South Australian Municipal Salaried Officers Award.

"Consultation" is a process that will have regard to employees' interests in the formation of plans, policies and procedures, 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 decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

"Employer" shall mean The Berri Barmera Council.

"Enterprise Bargaining Committee" is a committee, which comprises equal numbers of employee and management representatives.

"Salary" for the purposes of Clause 21 "Salary Increase", salary is deemed to be the employee's base Award salary plus any increases from previous enterprise bargaining agreements. For the purpose of Clause 18 "Redundancies", "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" shall mean 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 appointed under the rules of the union, whose role is to effectively represent the interests of members at the workplace

CLAUSE 4 PARTIES BOUND

This Agreement shall be binding on:

- The Council;
- The Union; and
- All employees who perform work covered by this Agreement

CLAUSE 5 PERIOD OF OPERATION

This Agreement shall commence operation on the 1st day of July 2020 and continue until the 30th day of June 2022.

CLAUSE 6 RELATIONSHIP TO PARENT AWARD

1. This Agreement supersedes The Berri Barmera Council Enterprise Agreement No.10 of 2017.
2. This Agreement shall be read and interpreted wholly in conjunction with the South Australian Municipal Salaried Officers Award provided that where any inconsistency exists between the Agreement and the Award the Agreement shall take precedence.

CLAUSE 7 INTENT AND OBJECTIVES

This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to the Council, the employees and the local community.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for enhanced service delivery, more flexible working arrangements, improve the efficiency and productivity of the Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

CLAUSE 8 CONSULTATIVE MECHANISM

- 8.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from the operation of the Agreement is the Enterprise Bargaining Committee.
- 8.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
- 8.2.1 three Employer representatives of the Council.
 - 8.2.2 three Employee representatives employed by the Council consisting of at least two Workplace Representatives.
- 8.3 The role of the Enterprise Bargaining Committee shall be to:
- 8.3.1 formulate an Enterprise Agreement acceptable to all parties.
 - 8.3.2 reach decisions through consensus which shall operate as recommendations to the parties they represent.
 - 8.3.3 Consider reports and ideas generated by employee and employer representatives on a range of issues associated with Enterprise Bargaining.
 - 8.3.4 Distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information.
 - 8.3.5 Review and monitor the operation and implementation of the Agreement on a quarterly basis.
 - 8.3.6 Consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations.
 - 8.3.7 Assist to resolve any disputes arising out of the operation of the Agreement.

CLAUSE 9 INTRODUCTION OF CHANGE

- 9.1. The parties recognise that the appropriate management of change is essential.
- 9.2 For the purpose of this Agreement, 'change' is deemed to include but is not limited to:
- Change to work practices
 - Introduction of new technology and/or equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Amalgamation with other organisations
 - Consideration of alternative service delivery
 - Introduction of a performance development system

- 9.3 The Council is committed to open and honest consultation with employees and their Union/s. Any proposed change/s will be subject to consultation with employees and their Union prior to a decision being made. The principal forum for consultation shall be the Enterprise Bargaining Committee.
- 9.4 Employees are potentially affected by management's plans and their nominated Union Representatives shall be consulted regarding these plans and their implementation.
- 9.5 Consultation will include both verbal and written communication. The Council shall provide in writing to the employees and their Union all relevant information concerning the proposed change, including the expected effects on employees. The employees and the Unions input through consultation will be genuinely considered before finalising plans and implementation.
- 9.6 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 9.7 Relevant training in work change techniques shall be afforded to all employees.
- 9.8 A job description agreed by the employee and the employer shall be finalized prior to implementing the change.

CLAUSE 10 COMMUNICATION

10.1 Employee Relations

The parties:

- 10.1.1 recognise the need to build relationships based on care, trust, mutual respect and empathy;
- 10.1.2 agree with the need to work in partnership and cooperation with each other; and
- 10.1.3 recognise that participatory decisions making processes are an essential ingredient of workplace change.

10.2 Communication

Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well developed and honest and open communication strategy, which includes a systematic approach to communication.

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.

CLAUSE 11 FAMILY LEAVE

Family leave shall be in accordance with Clause 6.8 of the Award.

CLAUSE 12 FAMILY RESPONSIBILITY

The Council recognises that employees have family responsibilities, which must be considered. It is recognised that there is a need to allow a more flexible approach to allow employees to strike a better balance between their family and work commitments. It is acknowledged that individuals' concerns external to the organisation can have a detrimental impact on an employee's ability to maximise their full potential at the workplace.

The Council aims, wherever practicable, to provide flexible working arrangements which support employees in relation to their family responsibilities and responsibilities in relation to dependents.

CLAUSE 13 ORDINARY HOURS OF WORK

- 13.1 The total ordinary hours worked within any period of 4 consecutive weeks shall not exceed 152.
- 13.2 The ordinary hours of work are to be worked between the span 7:30 am – 6.30 pm Monday to Friday inclusive. The ordinary hours of employees engaged in libraries are excluded from the operation of this clause 13 and continue to operate in accordance with clause 5.3 of the Award.
- 13.3 Normal working hours shall be between the hours of 8.30 a.m. and 5.00 p.m. with an unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00 p.m. Normal working hours for staff of the Visitor Information Centre shall be as defined in clause 13.5 herein.
- 13.4 It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours. Council's reluctance to pay overtime rates in such circumstances is also acknowledged. Subject to clause 13.1 normal working hours may be altered on the following basis without attracting penalty rates.
- 13.4.1 Where mutually agreed, an employee may change his or her normal start and finish time provided that time worked is between 7.30 a.m. and 7.30 p.m. Monday to Friday, excluding public holidays.
- 13.4.2 Where there is no mutual agreement the dispute resolution clause will be invoked.
- 13.5 The following conditions apply to staff of the Visitor Information Centre:
- 13.5.1 The normal hours shall be between:
Monday to Friday 8.45 am and 5.15pm;
Saturday 9.00am - 2.00pm; and,
Sunday and Public Holidays 10.00am – 2.00pm
An unpaid meal break of 45minutes to be taken between 12 noon and 2pm. The total ordinary hours worked within any period of four (4) consecutive weeks shall not exceed one hundred and fifty two (152).
- 13.5.2 Saturday, Sunday and public holidays a loading shall apply in accordance with the award.
- 13.5.3 Visitor Information Centre staff who are required to work in excess of 38 hours in any one week shall be granted time off in lieu in accordance with clause 14 of this Agreement.
- 13.5.4 The Berri Visitor Information Centre operates every day with the exclusion of Christmas Day and Good Friday.

CLAUSE 14 FLEXIBLE HOURS OF WORK

- 14.1 In order to facilitate flexible hours of work, where appropriate, employees shall have access to
- rostered days off (RDO);
 - paid overtime; and
 - time off in lieu of overtime (TOIL).

Rostered Days Off (RDO)

- 14.2 In accordance with clause 5.1.4 of the Award, the parties have agreed that employees shall work a nineteen day four week period. An RDO is accrued by full-time employees for each continuous four week period of work.
- 14.3 The accumulation of RDO shall be tracked on each eligible employee's time sheet and shall be limited, at any one time, to no more than five (5) days.
- 14.4 RDO shall be taken at a time mutually agreed between the employer and employee. Where agreement cannot be reached and the employee would otherwise exceed the maximum accrual prescribed in subclause 14.3, the employer may direct the employee to take RDO to the extent necessary to bring the total accrued RDO within the limit defined in subclause 14.3.

Paid Overtime and Time Off In Lieu of Overtime (TOIL)

- 14.5 Subject to subclause 14.6, where an employee is directed to work hours in excess of 152 over a continuous four week period, or directed to work outside the span of ordinary hours as prescribed in clause 13.2 or as agreed in accordance with clause 13.4, overtime shall be payable at the rate of 150% for the first three such hours and 200% for all additional hours.
- 14.6 By agreement between an employee and his or her supervisor TOIL hours may be accrued on a time-for-time basis for hours worked in excess of 152 over a continuous four week period, or for hours worked outside the span of ordinary hours as prescribed in clause 13.2 or as agreed in accordance with clause 13.4.
- 14.7 Any accrual of TOIL must be approved by the appropriate supervisor and/or Manager prior to the additional hours being worked
- 14.8 Subject to subclause 14.9, TOIL may be taken by the employee at a time mutually agreed between the employee and his or her supervisor.
- 14.9 An employee can accumulate no more than thirty-eight (38) hours TOIL and where agreement cannot be reached in accordance with subclause 14.8 the relevant manager can direct an employee to take as leave those hours accrued beyond 38 hours so long as it is taken in multiples of single day periods and not less than one week notice has been given.
- 14.10 All accrued TOIL must be taken prior to the 1st July of any given year unless prior approval has been granted. Any accumulated TOIL remaining on the 1st July of any given year will be paid out on a time-for-time basis.
- 14.11 Documentation in relation to the taking of TOIL shall continue as per the Agreement and Council's policies and procedures, as amended from time to time.

CLAUSE 15 – EMPLOYEES WHO SUPERVISE INFRASTRUCTURE STAFF

- 15.1 The provisions of clause 13 and clause 14 of this agreement shall not apply to employees who supervise infrastructure staff, except as provided in this clause 15. The normal hours of work and flexible hours arrangements for employees who supervise infrastructure staff shall be in accordance with this clause 15.
- 15.2 The following conditions apply only to employees who supervise Infrastructure staff:
- 15.2.1 The standard method of aggregating 76 hours per fortnight is 8 shifts of 8.5 hours and one shift of 8 hours, thereby allowing for a 9-day fortnight. Deployment of employees on flexible hours outside the standard method will be by agreement between the employee and the employer on the basis of seasonal and/or organisational needs.
- 15.2.2 An employee or group of employees may, with the agreement of the employer, commence and finish a shift within the span of 5am to 9pm Monday to Friday with such time work being considered ordinary time without additional loading.
- 15.2.3 Overtime will only be calculated on hours which exceed 76 in any one fortnight and is paid at Time + 50% for time worked beyond 76 hours but less than 90 hours, and Time + 100% for time worked in excess of 90 hours in any one fortnight.
- 15.2.4 Employees may request Time Off in Lieu (TOIL) of paid overtime however time accrued will be recorded at time for time (that is without overtime penalties). In the event that TOIL must be paid out overtime penalties will apply.
- 15.2.5 A 15-minute afternoon paid break shall be given to any employee working beyond 10 hours in a day.
- 15.2.6 Employees will be part of a call out roster system with other supervisors to coordinate after-hours callouts.
- 15.2.7 The appropriate Manager must approve any paid overtime or accrual of TOIL prior to the additional hours being worked.
- 15.2.8 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 15.2.9 Each employee will record their daily working hours on an approved time sheet and submit this to the office at the end of each day.
- 15.2.11 Employees are allowed a 20-minute paid morning tea break.
- 15.2.12 Employees are required to have at least a 30minute unpaid meal break, no more than 5hours after the commencement of work.
- 15.2.13 Meal and tea breaks are to be taken at the actual site of work.
- 15.3 The provisions of subclause 15.2.1 also apply in respect of ordinary hours, overtime and weekend work performed.

CLAUSE 16 WORK FLEXIBILITY

In order to meet peaks in workloads, Council may, following consultation with employees, require employees to undertake duties and responsibilities outside of their normal job description and normal worksite provided that such duties and responsibilities have regard to their skills, competency and capacity to perform the work.

CLAUSE 17 EMERGENCY SERVICES MEMBERSHIP

17.1 In the case of an employee of Council being a registered member of one of the following emergency services:

- Country Fire Service
- State Emergency Service
- SA Ambulance Services;

if that employee is called upon to perform emergency services duties within the Riverland during working hours, Council will continue to pay and conditions of that employee at the ordinary rate of pay until the employee's normal finish time. Permission MUST be gained by the employee's manager / supervisor PRIOR to leaving council work to attend to the request of the emergency services. Permission may not be granted due to operational efficiency / circumstances (ie staff shortages; time dependent activities). Duties that require more than one day must be approved by management.

17.2 In the case of an employee of Council being a registered member of the Metropolitan Fire Service if that employee is called upon to perform emergency services duties within the Riverland during working hours, the employee will access TOIL that has been accumulated for such purposes or Annual Leave. Time worked to bank TOIL for use under this clause MUST be at a time agreed to be management. Permission MUST be gained by the employee's manager / supervisor PRIOR to leaving council work to attend to the request of the emergency services. Permission may not be granted due to operational efficiency / circumstances (ie staff shortages; time dependent activities). Duties that require more than one day must be approved by management.

CLAUSE 18 REDUNDANCIES

18.1 General Principles

18.1.1 There shall be no forced redundancies during the life of this Agreement.

18.1.2 The means of adjustment in those situations where organisational change result in positions being no longer required will be dealt with via natural attrition or in one of the following ways:

- 18.1.2.1 Redeployment to a position of the same classification level
- 18.1.2.2 Redeployment to a position of lower classification level with income maintenance;
- 18.1.2.3 Voluntary separation package.

THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT No. 11, 2020

18.1.3 An employee whose position has been identified as redundant may elect to take a voluntary separation package at any stage of the restructure process provided that no more than six months has lapsed in the redeployment position.

18.2 Redeployment

18.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

18.2.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.

18.2.3 The employees pre-redeployment salary shall be frozen for a period of 12 months and then reduced on a sliding scale over the next 24 months to reduce to the salary of the new position.

18.2.4 As a matter of priority the employee will be provided with training to assist the redeployment into the new position.

18.2.5 The employee has up to six months from commencement in the redeployed position to confirm acceptance of that position or to elect to take a VSP.

18.3 Voluntary Separation Package (VSP)

Should an employee elect to take a VSP, such package shall comprise (as a minimum):

18.3.1 8 weeks notice of termination or payment of total weekly salary in lieu thereof;

18.3.2 3 weeks of total weekly salary as severance payment for each year of service with this Council up to a maximum of 104 weeks;

18.3.3 An amount representing 10% of total annual salary for the purpose of outplacement assistance.

CLAUSE 19 CORPORATE WARDROBE

To encourage the adoption of the Corporate Wardrobe, Council will provide financial assistance through an agreed annual reimbursement of \$387 to full time permanent staff. Commencing in 2012, on the 1st July each year thereafter the uniform allowance will increase by CPI (All Groups Adelaide) as declared for the March quarter.

New employees will have access to two year's allocation towards their initial purchase of The Berri Barmera Council Wardrobe. However if employment ceases within two years then the employee is obligated to reimburse such allowance, calculated on a pro rata basis, to Council.

Permanent Part time staff shall receive wardrobe allowances on a pro rata basis with a minimum of 50% of that of the full time permanent staff allowance per annum.

Casual staff shall receive a wardrobe allowance of \$100 per annum to purchase polo top/s or shirt/s from within the corporate uniform range.

CLAUSE 20 WORK HEALTH, SAFETY AND WELFARE

The parties recognise safety education and safety programs shall be fundamental in achieving this objective. Council shall comply with all relevant Acts and Regulations, industry Codes of Practice and other Work Health and Safety guidelines so as to provide and maintain a safe working environment.

CLAUSE 21 SALARY INCREASE

21.1 Employees covered by this Agreement are entitled to the following salary adjustment:

21.2.1 A wage increase of 2.4% from the first full pay period commencing on or after the 1st July 2020.

21.2.2 A wage increase of 2.3% from the first full pay period commencing on or after the 1st July 2021 or Consumer Price Index (CPI) for the year ending March Quarter 2021 (Adelaide Capital City) whichever is the greater.

Refer to Schedule 1 – Pay Rates for commencement rate as at 1st July 2020.

21.2 Salary Sacrificing to Superannuation

Employees may salary sacrifice part of wages into the Local Government Scheme provided that such amount does not exceed the over award increases afforded through enterprise bargaining. Employees will be responsible for taxation requirements arising out of any such salary sacrificing arrangements. The employees' substantive gross salary (for all purposes) shall be the pre sacrificing salary. The application to commence Salary Sacrificing to Superannuation is to be in writing on the relevant form provided by Payroll and shall detail the percentage of salary sacrificed. The arrangements made may only apply to future salary arrangements and cannot be retrospective. The employee may cease Salary Sacrificing to Superannuation by the employee providing written notification with prior notice being at least one full pay period.

CLAUSE 22 INCOME PROTECTION

22.1 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.

22.2 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 23 NO FURTHER CLAIMS

The Union undertakes that during the period of operation of this Agreement there shall be no further wage increases sought, or granted, except for those provided under the terms of this Agreement.

This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 24 RECLASSIFICATION PRINCIPLES

- 24.1 All Managers have a responsibility to ensure that positions within their Departments are appropriately classified.
- 24.2 The CEO has authority to approve reclassifications. Managers have a responsibility to notify the CEO of a position whose duties have changed to warrant reclassification and the date on which the new duties became operative.
- 24.3 Employees may also initiate the reclassification process by requesting in writing that their Manager review the classification of their position. Such applications will need to provide a sound justification as to why the position should be reclassified.
- 24.4 The Manager will acknowledge all applications. Successful applications will be backdated to the date of the application provided higher-level duties were clearly an operational requirement at the time.
- 24.5 It is an expectation of the Employer and Employees to this Agreement that a request to review a classification will be determined within a period of twelve (12) weeks from the time of lodgement.
- 24.6 Employees whose applications are unsuccessful have the right to appeal against a decision if they are dissatisfied with the reasons given. The provision of the Dispute Settlement Procedure shall be used for this purpose.

CLAUSE 25 DISPUTE SETTLEMENT PROCEDURE

1) Procedure in relation to disputes arising from the operation of this Agreement

In the event of any problems arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.

Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of The Berri Barmera Council and the Union on behalf of the members employed by the Berri Barmera Council.

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 resolve the matter, to arbitrate the dispute.

2) Procedure in Relation to Disputes Arising out of Employment

The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution at the Enterprise level.

Parties also agree that during implementation of the Dispute Settling Procedure, work within the Council will proceed without stoppages or the imposition of any bans, work limitations or restrictions except in the case of genuine occupational health and safety issues.

It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employee/s and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare or have prepared the record.

3) Stage One

The employee and/or representative of the employee's choice will contact the relevant supervisor/manager to attempt to settle the issue at that level.

4) Stage Two

If the issue is not settled at Stage One the employee and the representative of the employee's choice will meet with the next manager or supervisor in the line of authority. This process will continue until the Departmental Manager becomes involved.

5) Stage Three

If the matter is not settled at Stage Two the representative of the employee's choice and the employee will meet with the Department Manager.

6) Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer will meet with the representative of the employee's choice, and/or the union organiser, the employee and the Departmental Manager.

7) Stage Five

If the matter is not resolved at stage Four the Chief Executive Officer shall seek resolution through the South Australian Employment Tribunal.

This procedure is not intended to preclude ultimate access by either party to the South Australian Employment Tribunal for conciliation or arbitration purposes.

The process contained in Stage One, Two, Three and Four shall be completed within 14 working days of the issue of being raised at Stage One to ensure its expedient resolution.

CLAUSE 26 WORKFORCE DEVELOPMENT

26.1 Training & Development

It is recognised that active participation in Training and Development programmes by employees has the potential to lead to a multi-skilled workforce which will give benefits to Council in improved productivity as well as providing improved career prospects for employees. As such, Council has a commitment to the ongoing training of its employees.

It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management. Training in a team environment is an important component of Council's training programme. To achieve this without disruption to effective operation of Council, some training outside standard working hours is necessary.

Council will ensure that all employees have a fair and equitable chance to attend training programmes relevant to their work. Council has a commitment in the budget to ongoing training of employees with the allocation of training funds equitably distributed between all employees. To this end training and development plans will be based on their annual development and performance appraisal balanced against the overall organisational training needs.

Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the employees own time on a voluntary basis.

26.2 Study Allowance

It is agreed that Council has a role in encouraging and supporting employees to undertake study programmes in accordance with procedures and relevant to their current and/or likely future career responsibilities. Council will consider all applications of Study Leave on their merit taking into account operational arrangements and practicalities, and the demonstrated benefits to Council. Reimbursement of course fees incurred will be in accordance with Council's policies implemented during the life of this Agreement in accordance with the principles and procedures prescribed in clauses 9 and 10 of this Agreement.

26.3 Travel

Employees can claim reimbursement of actual expenditure or request for the travel allowance payment for the following applicable reasonable amounts:

Breakfast	up to \$20
Lunch	up to \$20
Dinner	up to \$30
Incidentals	up to \$20

Claims for Extraordinary Payments will require substantiation of the whole claim not just the additional expenditure. Conditions and disbursement of expenses for travelling by an employee in the course of his/her official duty shall be managed in accordance with Council's Travel Associated Expenses Procedure.

CLAUSE 27 REPRESENTATIVE ARRANGEMENTS

- 27.1 The employer acknowledges and accepts the right of employees to belong to the Australian Services Union and to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and by Union officials.
- 27.2 ASU Workplace Representatives and Deputies will be entitled to
- be treated with respect and without discrimination
 - bargain collectively on behalf of Union members at the workplace
 - be consulted about workplace issues and given access to relevant information about the workplace
 - meet with management to discuss Union matters
- 27.3 Union Workplace Representatives will be allowed paid time to carry out their work as Union Representatives which may include:
- a) speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues
 - b) speaking to employees about union and work matters
 - c) addressing new employees at induction sessions or other appropriate times about Union membership
 - d) subject to subclause 27.4 attending Union conferences, seminars, committee meetings and accredited Union education courses
 - e) attending the annual ASU Workplace Representatives Training
 - f) attending industrial tribunal hearings and conferences relevant to the workplace
 - g) speaking to and meeting with officials of the Union
 - h) speaking to and meeting with members of other Unions at the workplace when appropriate
- 27.4 Each Union Workplace Representative will be allowed up to two days of paid time to participate in the activities listed at 27.3(d) above, provided that the total paid time taken by all Union Workplace Representatives for such activities does not exceed ten (10) days in a calendar year. Additional unpaid time for participation in the activities listed at 27.3(d) above may be agreed between the employer and the Union Workplace Representative(s).
- For the avoidance of doubt, other activities listed in clause 27.3 above do not count towards the limits prescribed in this subclause 27.4.
- 27.5 To enable them to represent their members, Union Workplace Representatives will be allowed
- a) use of telephones, fax, photocopier, internet and email
 - b) access to the Award and/or Enterprise Agreement(s)
 - c) a notice board provided in a prominent location in each worksite for the posting of Union information
 - d) secure filing facilities to keep Union materials
 - e) use of meeting rooms for Union meetings
- 27.6 Employee access to Union Officials and Representatives
The employer will allow employees access during working hours to an accredited official or Workplace Representative of the Union.

CLAUSE 28 PAYMENT OF WAGES

Council will implement direct banking for all employees for the duration of this Agreement. Bank institutions or Credit Unions will be the choice of the employee.

CLAUSE 29 NEGOTIATION OF FURTHER AGREEMENT

The parties commit to commence negotiations to review this agreement not less than three months but no more than 18 months prior to the normal expiry date of this Agreement.

CLAUSE 30 SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of The Berri Barmera Council by



KARYN BURTON CHIEF EXECUTIVE OFFICER:

Date 26/6/2020

Witness 

Date 26/6/2020

Signed for and on behalf of the Australian Services Union (SA & NT Branch) by -



ABBIE SPENCER

JOSEPH SCALES, BRANCH SECRETARY

Date 30 June 2020

Witness 

Date 30/06/2020

THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT No. 11, 2020

SCHEDULE 1 – PAY RATES

		Commencement Pay Rate as at 1/7/2020
	Inc	2.4%
General Officers		
Level 1A	1	\$46,463.63
	2	\$47,814.51
	3	\$49,165.96
	4	\$51,867.71
Level 1	1	\$53,533.32
	2	\$54,660.29
	3	\$56,235.65
	4	\$57,924.68
	5	\$59,614.29
Level 2	6	\$61,301.59
	1	\$63,012.90
	2	\$64,702.32
	3	\$66,391.74
Level 3	4	\$68,081.60
	1	\$69,768.17
	2	\$71,457.81
	3	\$73,147.24
Level 4	4	\$74,836.67
	1	\$76,523.89
	2	\$78,213.31
	3	\$80,816.65
Level 5	4	\$81,592.15
	1	\$83,279.38
	2	\$84,968.80
Level 6	3	\$86,658.23
	1	\$89,472.46
	2	\$92,286.71
Level 7	3	\$95,103.15
	1	\$97,917.38
	2	\$100,731.62
	3	\$103,545.87

*CPI: Consumer Price Index All Groups Adelaide, as declared for the March Quarter

THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT No. 11, 2020

		Commencement Pay Rate as at 1/7/2020
	Inc	2.4%
Senior Officers		
SO1	1	\$89,472.46
	2	\$92,286.71
	3	\$95,103.15
SO2	1	\$97,917.38
	2	\$100,731.62
	3	\$103,545.87
SO3	1	\$106,924.71
	2	\$110,301.37
	3	\$113,680.21
SO4	1	\$117,153.51
	2	\$121,547.33
SO5	1	\$127,039.43
	2	\$131,433.64
SO6	1	\$136,925.70
	2	\$141,319.51
SO7	1	\$146,811.96
	2	\$153,402.42
SO8	1	\$162,190.29
	2	\$170,977.56
SO9	1	\$184,159.07
S10	1	\$206,128.42
S11	1	\$228,097.20
S12	1	\$250,066.54

*CPI: Consumer Price Index All Groups Adelaide, as declared for the March Quarter