

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02649

Applicant Graham Rope, Dennis White, Adam Walton, The Barossa Council,
Darryl White, Peter Arthur, Tom Hennesey, Amalgamated AWU (SA)
State Union - The Australian Workers' Union

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement The Barossa Council AWU Enterprise Agreement 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 17 August 2020 and have a nominal life extending for a period of 3 years therefrom.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

17 Aug 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS





THE BAROSSA COUNCIL
AWU ENTERPRISE AGREEMENT 2020

CLAUSE 1 TITLE

This Agreement shall be referred to as The Barossa Council AWU Enterprise Agreement 2020.

CLAUSE 2 SCOPE AND PARTIES BOUND

This Agreement shall be binding upon The Barossa Council, the AWU in respect of its members and Employees of Council who are engaged in work covered by the Local Government Employees Award.

CLAUSE 3 ARRANGEMENT

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CLAUSE 4 TERM

This Agreement shall commence from the first pay period commencing on or after 16th June 2020 and shall continue in force for 3 years from that date.

CLAUSE 5 RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the Local Government Employees Award and to the extent that any inconsistency occurs between that Award and this Agreement, the conditions of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 6 DEFINITIONS

For the purposes of this Agreement:

- "Agreement" means The Barossa Council AWU Enterprise Agreement 2020.
- "Award" means Local Government Employees Award and operative at the time of approval of this Agreement.
- "Council" means The Barossa Council.
- "Consultation" means the process which will have regard to Employees interests in the formation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to decisions being made with Employees acknowledging their responsibility to actively participate in the process.
- "Employee" means any Employee covered by the Local Government Employees 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.
- "Network Operators" employed under the Award and based at Council's Depot locations. Network Operators are responsible for the operation and maintenance of Council's Community Wastewater Management System (CWMS). Network Operators are required to provide an on-call function to monitor, operate and maintain the CWMS network.
- "Operations Team Members" employed under the Award and based at Council's Depot locations including Leading Workers, Team Members Operations, Team Members Parks and Gardens and Plant Operators.
- "Statewide Super" means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934 (SA)*, continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999 (SA)* (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.
- "Workplace Representative" shall mean a representative appointed by Employees which may also include an AWU member or members elected by the membership from the membership appointed under the rules of the Union. The role of a Workplace Representative is to effectively represent the interests of Employees.
- "Union" means The amalgamated AWU (SA) State Union.

CLAUSE 7 AIMS AND INTENT

The parties recognise that the ongoing economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This provides the vehicle for this to occur with gains to the Council, the Employees and the local community. Furthermore the parties commit to the processes of continuous improvement in ensuring the ongoing development and implementation of organisational change that supports the Aims and Intent of this Agreement.

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

The parties are committed to these objectives through a process involving open consultation with staff and full Employee participation through the operation of the Enterprise Bargaining Negotiating Committee. The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

CLAUSE 8 OBJECTIVES OF THIS AGREEMENT

8.1 Primary Objectives

- 8.1.1 Encourage and develop a high level of skill, innovation and excellence amongst all Employees.
- 8.1.2 Develop a high level of participation, team work trust and shared commitment to the goals and policies of Council and the achievement of real and sustainable improvements in productivity.
- 8.1.3 Provide for an immediate response to issues affecting productivity such as time and cost performance, job design and work organisation, quality, technology, training and through a process of continuous improvement and continuous change.
- 8.1.4 Develop an organisation which will through a contestable process, demonstrate its ability to be competitive with external service providers.
- 8.1.5 Ensure strict adherence to the Award, this Agreement and all statutory provisions.
- 8.1.6 Eliminate lost time.

8.2 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.

8.3 Continuous Improvement

The parties to this Agreement are committed to continuous improvement of Council operations and the sustainable delivery of Service Levels with a core focus on customers, our people, process and technology. Council's commitment to continuous improvement is actioned via the Change Program. The Change Program aims to deliver improved customer service, cost efficiencies, time efficiencies and employee engagement with a core orientation towards digital technologies, data and innovation.

8.4 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.

8.5 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.

CLAUSE 9 ENTERPRISE BARGAINING NEGOTIATING COMMITTEE

Enterprise Bargaining Negotiating Committee

9.1 An Enterprise Bargaining Negotiating Committee comprising an agreed number of Employer and Employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall consult with and represent the interests of all Employees covered by the Agreement.

9.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the Enterprise Bargaining Negotiating Committee Employee representatives shall meet with Management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

Workplace Representatives

9.3 There will be a maximum of 4 Workplace Representatives who shall be nominated and voted upon by the representative workgroups and shall include at least 1 AWU member. Workplace Representatives will consult with and represent the interests of all Employees during communication, consultation and negotiation with Council on general human resource and industrial issues affecting individuals or groups of Employees.

9.4 The 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 Workplace Representatives.

9.5 Council will recognise the role of the Workplace Representatives who shall be permitted to devote a reasonable amount of time to discuss allowable matters with full time Officers of the Union or Employees.

9.6 Individual Employees will have the right to call on a Workplace Representative to assist them or advocate on their behalf in their dealings with Management.

- 9.7 Workplace Representatives may request, on a case by case basis, to be informed of the nature of employment for any vacant or new position.

CLAUSE 10 WAGE ADJUSTMENTS

10.1 Increases provided for under the Agreement shall be:

- 2.3 % from the 1st pay period commencing on or after the 16th June 2020.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

10.2 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.

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.

10.3 The meal allowance prescribed by clause 5.3.5 of the Award shall increase to \$22.50

- From the 1st pay period commencing on or after the 16th June 2020.
- A further increase of 2.3% 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

CLAUSE 11 RENEGOTIATION

The parties agree to meet through the Enterprise Bargaining Negotiating Committee 6 months prior to the expiration of this Agreement to consider the means for renegotiation of an Enterprise Agreement.

CLAUSE 12 HOURS OF WORK

The Clause is designed to provide competitive flexibility in work practices (including hours of work) to meet the demands of peak and non-peak work or seasonal cycles and community demands including weather related events.

To this end the parties to this Agreement undertake that no Employee will unreasonably withhold their agreement to work flexible hours under this Clause. Any dispute resulting from the operation or implementation of this Clause will be dealt with under the Grievance Process of this Agreement.

12.1 Ordinary Hours

12.1.1 The ordinary hours of work are 76 hours per fortnight to be worked within the span 6am to 8pm Monday to Friday inclusive.

12.1.1.1 Employees may have a 15 minute morning tea break (9.00am to 9.15am) which is counted as time worked

12.1.1.2 Employees are entitled to a 30 minute unpaid lunch break (generally taken between 12.00pm and 12.30pm)

- Meal breaks commence from when the employee leaves the worksite and cease when the employee returns to the worksite
- No employee is required to work for more than 5 hours without taking an unpaid meal break of at least 30 minutes
- This applies in the respect of ordinary hours, overtime and weekend work performed

12.1.2 Subject to the flexible hours referred below the normal hours of work will be over nine days (8 days at 8.5 hours and 1 day at 8 hours). One rostered day off (RDO) to be taken within each fortnightly cycle in accordance with the agreed schedule of RDO'S (agreed between Management and Employee) – prepared to ensure that Council services continue to be provided at a high level on each working day of each fortnight.

12.1.3 The Employees rostered day off (RDO) is subject to the following conditions:

- the RDO shall be on a designated day
- the Employee may (with 48 hours 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
- with the approval of Management an Employee may be permitted to bank up to 3 RDO's per annum providing that such RDO's are taken off at a time mutually agreed before the 30th June
- with the approval of Management and following 48 hours notice, the Employee may request the taking of a scheduled RDO on an alternate day within the pay period to facilitate flexible work practices
- any part of the RDO not taken at the 30th June will be paid out at ordinary time rates.

12.1.4 The exemptions (re the application of ordinary hours to certain work operations) as prescribed under Clause 6.1.2 of the Award shall continue to apply.

12.1.5 A Rostered Day Off Administration Process applicable for Employees employed under this Agreement will be developed and implemented within 3 months of the approval of this Agreement in consultation with Employees and The amalgamated AWU (SA) State Union.

12.2 **Flexible Hours**

12.2.1 In order to facilitate operational efficiency/effectiveness and other work requirements e.g.

- seasonal work
- peak periods
- additional works / projects
- efficient completion of daily operations

Employees may be required to work in excess of their normal hours up to a maximum of 10 hours per day within the ordinary span of hours (6am to 8pm Monday to Friday).

12.2.2 Time worked beyond 8pm or 10 hours per day (Monday to Friday) will be paid at double time.

12.2.3 Additional flexible hours worked in accordance with 12.2.1 above will be recorded as TOIL (time off in lieu) and taken off at a future date on a time for time basis.

Similar to the banking of RDO's the TOIL shall be taken at a time by mutual agreement between Management and the Employee with any balance at the 30th June being paid out at ordinary time rates. Provided that beyond the 31st March each year Management reserves the right to direct an Employee to take TOIL by the 30th June in circumstances where mutual agreement is not achieved.

12.2.4 The parties recognise that on occasions – having regard to seasonal and operational requirements there may arise a need for Employees to work over a weekend or on a public holiday. Notwithstanding the span of hours under 12.2.1 and 12.2.2 above, such time can be worked in ordinary hours but subject to the following conditions:

- Management will provide as much prior notice as reasonably practicable based on the circumstances of the work
- Additional hours of work are undertaken voluntarily and Employees are at liberty to decline such work
- Working at weekends will involve the mutual agreement of Management and the Employee(s) concerned
- time off for work performed will be allowed at an agreed time within the following fortnight or alternatively the Employee may elect for the time to be credited to his / her accrual
- a penalty loading of 50% will apply to all weekend work under this clause

12.2.5 During periods of adverse weather, Management will take all reasonable measures to ensure that Employees are actively engaged in productive work at either their normal work place or some alternative site having regard to the nature and extent of the inclement weather.

12.3 **Call-outs**

12.3.1 **Call-Outs (Operations Team Members)**

Stand-By Allowance

12.3.1.1 For Operations Team Members rostered on the after-hours call-out roster a Stand-By Allowance will be paid in accordance with the following:

The Primary and Secondary Contact will be paid a Stand-By Allowance, which shall increase to \$204.60 for the 7 days they are rostered to be on call;

- from the 1st pay period commencing on or after the 16th June 2020.
- A further increase of 2.3% 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

A Daily Pro-Rata amount of \$29.15 per day will be paid should the roster require to be back-filled, this applies only to the actual days backfilled

- from the 1st pay period commencing on or after the 16th June 2020.

- A further increase of 2.3% 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

It is an expectation, by mutual agreement that Employees will at times be rostered on the after-hours call-out roster to provide call-out services for each week of the year. Employees on call must make themselves available to attend call-outs between the hours of 4.15pm to 7.15am Monday to Friday and all hours on weekends and public holidays. Availability is taken to mean the ability to commence the journey to the site of a call-out within 15 minutes of receipt of advice of the need to respond to a call-out.

It is expected that Employees on call are fit for duty in accordance with Council policy and associated processes.

Payment to Attend Callouts

- 12.3.1.2 If attendance at a call-out is required penalty provisions apply as per Clause 6.3.4 of the Award.

12.3.2 Call-Outs (Network Operators, Community Wastewater Management System)

Stand-By Allowance

- 12.3.2.1 For Network Operators rostered on the after-hours call-out roster a Stand-By Allowance will be paid in accordance with the following:

A Stand-By allowance of \$204.60 for the 7 days they are rostered to be on call (one week in two).

- from the 1st pay period commencing on or after the 16th June 2020.
- A further increase of 2.3% 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

A Daily Pro-Rata amount of \$29.15 per day will be paid should the roster require to be back-filled, this applies only to the actual days backfilled.

- from the 1st pay period commencing on or after the 16th June 2020.
- A further increase of 2.3% 12 months from the 1st pay period commencing on or after the 16th June 2021.
- A further increase of 2.3 % 12 months from the 1st pay period commencing on or after the 16th June 2022.

In addition \$50 will be paid per SCADA page to cover a period of 3 hours from the time of the first SCADA page to a maximum of \$200 in a 7 day period.

It is a requirement that Network Operators are rostered on the after-hours call-out roster and make themselves available to attend call-outs between the hours of 4.15pm to 7.15am Monday to Friday and all hours on weekends and public holidays.

It is expected that Employees on call are fit for duty in accordance with Council policy and associated processes.

Payment to Attend Callouts

- 12.3.2.2 If a call-out is required following a SCADA page (the situation is not rectified by remote/computer access) penalty provisions apply as per the Clause 6.3.4 of the Award.

12.3.3 Additional Call-Out Provisions

- 12.3.3.1 Employees rostered on for call-out duty will be provided with a vehicle for temporary Commuter Use, whilst on Stand-By.
- 12.3.3.2 An Employee on the call-out roster who has attended onsite to a call-out is required to have an accumulated break of at least 8 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. Employees will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 8 hours. The Employee will suffer no loss of ordinary time hours.

CLAUSE 13 STARTING WORK - DEPOTS

Depot Employees are required as directed by their Supervisor to commence work and finish work at any of the Council Depot locations to meet operational needs. In practice this means the Employee will be responsible to start and finish at the allocated Depot at the normal starting and finishing time and travel to and from the allocated Depot in their own time. Council will by agreement provide a vehicle for situations when required.

CLAUSE 14 USE OF RESOURCES

This Agreement provides an understanding and recognition by the parties regarding the need for Council to provide cost-effective services to the community. The parties recognise that in this regard, Council work will continue to be undertaken by a mix of internal Council labour and external service providers. The parties acknowledge the right of Council and the Corporate Management Team to make decisions relating to service delivery having regard to cost implications, efficiency and effectiveness of service delivery together with any other relevant considerations.

- 14.1 The use of outside service providers by Council will generally have at least one of the following characteristics:
- to supplement the Council labour force in the performance of seasonal, maintenance or other short-term work requirements
 - to undertake new or renewable construction work and / or projects
 - circumstances that require specialist skills, and / or the operation of plant and equipment not readily available through existing Council resources
 - other Council operations as may be decided by Management.
- 14.2 Management will fully consult with relevant Employees and their representatives prior to the implementation of any significant change to existing working/ operational arrangements. In particular the Agreement requirements pursuant to Clause 15 (Introduction of Change) and Clause 16 (Separation Packages) are acknowledged as being relevant and applicable to the change process.

CLAUSE 15 INTRODUCTION OF ORGANISATIONAL STRUCTURE OR ROLE REQUIREMENTS CHANGE

- 15.1 The Council shall consult at an early stage with the affected Employees who may be significantly affected by the introduction of change.
- 15.2 Consultation in the above context requires the opportunity for views from the affected Employees prior to the final decision being taken in respect of the change.

- 15.3 The Council shall consider practical ways of mitigating the adverse effects, if any, of the change on Employees through discussions involving the Employees and the AWU. Without limiting the range of options for consideration the discussions may cover transferring to alternative (available) suitable work, re-training, redundancy or a negotiated Separation Package (SP).
- 15.4 There shall be no forced redundancies for the life of this Agreement.

CLAUSE 16 VOLUNTARY SEPARATION PACKAGES

- 16.1 An Employee whose position has become redundant or significantly changed and where there may exist advantages to both the Employee concerned and the Council, an option may be provided for the negotiation of a Voluntary Separation Package.
- 16.2 The offer of such Voluntary Separation Package shall be at the discretion of the Council.
- 16.3 Under all circumstances the amount negotiated through a Voluntary Separation Package shall not be less than the amount an Employee would otherwise be entitled through the application of the Award.

CLAUSE 17 CONTRACT OF EMPLOYMENT

17.1 Part-Time Employees

An Employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time Employee.

Part-Time Employee are entitled to the prescribed benefits of a full-time Employee but on a pro-rata basis according to the normal weekly hours worked.

Part-Time Employees shall be entitled to overtime payments for work performed in excess of the daily hours prescribed in Clause 12 of this agreement.

By mutual agreement between the Employee and the Co-ordinator Operations hours in excess of the Employee's contracted hours may by mutual agreement be banked to be taken as time off at a mutually agreed time.

Provided however that the normal hours of work for a part-time Employee can only be altered by mutual agreement between the Council and the Employee concerned.

17.2 Casual Employment

Casual Employees may be engaged in accordance with the Award. In circumstances where the duration of casual work exceeds 10 weeks the Supervisor shall consult with the Workplace Representative prior to the Employee working beyond the 10 week limit.

17.3 Fixed Term Employment

- a) Council may engage Employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other Employees provided that any such fixed term is clearly identified at the time of engagement.
- b) Council may engage an Employee in circumstances other than those provided for in a) where the employee agrees to employment for a fixed term.
- c) 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.

- d) Subject to the range and scope of existing services remaining unchanged, Council will maintain a core workforce of no less than 32 permanent positions for the duration of this Agreement.
- e) Excluding Employees engaged for project related work the total number of fixed term contracts offered by Council shall not exceed 15% of the total number of permanent positions employed under this Agreement.
- f) Upon appointing an Employee on a fixed term contract, Council shall notify the relevant Union forthwith as to:
 - (i) The nature of the fixed term contract;
 - (ii) The duration of the fixed term contract.

17.4 Vacant Positions

All vacant positions will be openly advertised and appointment made on the basis of merit as defined under the Local Government Act and Council's Human Resource Policy and supporting processes.

17.5 Probationary Provisions

A probationary Employee may have his/her employment terminated, at any time during the first three months of employment provided however that a minimum of one week's notice be given and that the Employee has had an opportunity to address the reason(s) underlying the termination. To this end a review of the Employee's performance will be carried out no later than 6 weeks into the employment and any adverse aspects will be conveyed to the Employee at that time.

CLAUSE 18 ABSORPTION OF WORK-RELATED ALLOWANCES

The following allowances provided for under Schedule 4 and 5 of the Local Government Employees Award are to be included in the new rates of pay negotiated through this Agreement:

Burning Off Grass
 Cleaning Public Lavatories
 First Aid Attendant
 Disability Allowance
 Handling Money on Behalf of Employer
 Removal of Dead Animals
 Confined Spaces
 Portable Woodchipping Machine
 Fertiliser Spreading
 Height Allowance
 Toxic Substances
 Driving and Towing Allowances
 Wet Work
 Tool Allowance
 Plumbing (Trade) Allowances

CLAUSE 19 PERSONAL LEAVE

Subject to the following conditions an Employee may access his/her personal leave entitlement for reasons of urgent domestic or personal need:

- 19.1 There shall be no change to the sick leave entitlement for full-time Employees (10 days or 76 hours per annum) - nor any change to the accrual of unused sick leave from year to year.
- 19.2 An Employee may be permitted a maximum of 5 work days per annum from his/her personal leave entitlement for urgent family or personal needs – additional hours may

be provided by mutual agreement between the Employee and Management, provided that an Employee in the first instance shall access any accrued leave which is available under the Flexible Hours arrangements.

- 19.3 Whenever possible leave under 19.2 hereof shall be sought and approved prior to the actual taking of the leave. Where the family or personal leave coincides with a weekend or (in particular) a long weekend the Director/Co-ordinator Operations may require some proof regarding the circumstances necessitating the absence.
- 19.4 A medical certificate will be required to be produced (to qualify for payment for the absence) in respect of personal leave taken in excess of one day, and for single day absences taken to coincide with a weekend or public holiday.
- 19.5 Provided however that Management reserves the right to require a medical certificate or any other reasonable evidence for single day absences if considered necessary.

CLAUSE 20 LONG SERVICE LEAVE

- 20.1 Long Service Leave will be administered in accordance with the Long Service Leave Act 1987 (SA) and Council's Long Service Leave Policy.
- 20.2 Long Service Leave may be taken at a time mutually convenient between Council and the Employee concerned after 7 years' service, in periods of at least 2 weeks.
- 20.3 An Employee may take Long Service after 7 years of service in the following manner:
- half pay, thus 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 taking the leave as normal.

CLAUSE 21 PARENTAL LEAVE

- 21.1 Employees, who are the primary care giver of a new born child under the age of 1 year, are entitled to paid parental leave of 4 weeks, at their current rate of pay.
- 21.2 An Employee must complete 1 year of service to qualify for access to paid parental leave from the date of approval of this Agreement or from an Employees employment commencement date when employed under this Agreement.
- 21.3 An Employee may only access paid parental leave once in every 2 year period.

CLAUSE 22 DOMESTIC VIOLENCE LEAVE

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

- 22.2 Employees experiencing family or domestic violence will have the right to request flexible working arrangements and Council will assess this based on operational requirements.
- 22.3 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.

- 22.4 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 23 GRACE DAYS

- 23.1 This clause provides for 2 Grace Days for all full time and part time Employees employed under this Agreement, excluding casual Employees, and is provided in addition to other leave entitlements. Grace Days for part time Employees will be based on their documented or contracted hours and their agreed and documented days of work.
- 23.1.1 In the main Grace Days are to be taken annually between Christmas and New Year and will not be cumulative.
- 23.2 Both parties agree that a reasonable level of staffing will be maintained during the Christmas to New Year period to attend to basic levels of service.
- 23.3 If a fulltime Employee is directed/rostered to work on a Grace Day the Employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s at an alternative time in negotiation with their Supervisor but in all cases the day/s granted in lieu must be taken by 30 June of the following year.
- 23.4 If a part time Employee is directed/rostered to work on a Grace Day the Employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s (calculated in proportion to the hours worked) at an alternative time in negotiation with their Supervisor but in all cases the day/s granted in lieu must be taken by 30 June of the following year.
- 23.5 An Employee who applies for and is granted sick/carers leave, or is on any form of parental leave for any of the days that fall between Christmas and New Year's Day the Employee will not be entitled to a day off or time in lieu of a Grace Day.

CLAUSE 24 GRIEVANCE PROCESS

- 24.1 In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following process shall apply:
- 24.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 24.1.2 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.
- 24.1.3 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.
- 24.1.4 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 at this stage.
- 24.1.5 The above process should be completed within 14 days of the issue first being raised.
- 24.2 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.

- 24.3 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.
- 24.4 Enterprise Bargaining Agreement Dispute Resolution
- 24.4.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Negotiating Committee shall discuss the matter with Management, with the view to adopting an appropriate course of action to resolve the matter.
- 24.4.2 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 the Council Employees.
- 24.4.3 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 25 DISCIPLINARY PROCESS

Performance management, discipline and dismissals

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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
- 25.5 Council's performance management process including formal disciplinary procedures is outlined in the *Performance Management Process*.

At a minimum the following process outlines steps for implementation of Formal Disciplinary Process:

- 25.5.1 STEP ONE First Formal Warning
- 25.5.1.1 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.
- 25.5.1.2 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.
- 25.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.

- 25.5.1.4 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.
- 25.5.1.5 A date will be set for review.
- 25.5.1.6 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 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.
- 25.5.2 STEP TWO Review/Second Formal Warning
 - 25.5.2.1 At the time of the review (as in 25.5.1.5 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.
 - 25.5.2.2 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.
 - 25.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
 - 25.5.2.4 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.
 - 25.5.2.5 The Employee 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.
 - 25.5.2.6 Once again strategies should be jointly developed to provide support and guidance to the Employee to assist the Employee to redress the poor performance.
 - 25.5.2.7 A date will be set for review.
 - 25.5.2.8 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.
- 25.5.3 STEP THREE Review/Termination
 - 25.5.3.1 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.

25.5.3.2 Performance may have improved; however it is viewed that ongoing formal processes should be left in place and a further review date established.

25.5.3.3 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.

25.6 Summary Dismissal

25.6.1 The Council may summarily dismiss an Employee for dereliction of duty or serious misconduct.

25.6.2 Where summary dismissal is given, the pre-dismissal procedures provided under this Clause shall not apply.

25.7 This Clause does not apply to probationary Employees.

CLAUSE 26 POOR PERFORMANCE PROCESS

The parties agree that the dismissal of an Employee on the grounds of continued poor performance should only occur after the Employee has been given a fair and proper opportunity (over a period of between 2 to 6 months) to improve work performance in accordance with Council's *Performance Management Process*. It is expected that the Employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable training arrangements and/or counselling measures should be utilised in order to achieve positive outcomes. Where the Council is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 25 - Disciplinary Process is applied.

CLAUSE 27 SUPERANNUATION CHOICE

27.1 Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

27.2 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. Council will not bear any third party or Employee costs or penalties associated with transferring superannuation providers.

27.3 The amount of the Employer superannuation contribution will be:

27.3.1 For each employee who is making "Salarylink Contribution" to Statewide Super:

- (a) 3% of the employee's salary (or as amended); and
- (b) Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
- (c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed. It is noted that Salarylink is a defined benefit and is no longer available to new members.

27.3.2 For each other Employee:

- (a) 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
- (b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

27.4 Salary sacrificing of superannuation contributions 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.

The Employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 28 JOURNEY ACCIDENT INSURANCE

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 29 STUDY LEAVE

29.1 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:

29.1.1 take up to 5 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; or

take up to 2 days per financial year where the course relates to the Employee's career in Local Government; or

seek reimbursement for part or all fees relating to courses which may be mutually beneficial to the Employee and Council.

29.1.2 This Clause shall apply on a pro rata basis for part-time Employees.

29.2 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.

29.3 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 30 NO FURTHER CLAIMS

The amalgamated AWU (SA) State Union undertakes that during the period of operation of this Agreement there shall be no further wage increase sought, or granted, except for those provided under the terms of this Agreement.

The 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 31 SIGNATORIES

Signed on behalf of The Barossa Council by Martin McCarthy


.....
CHIEF EXECUTIVE OFFICER

In the presence of:


.....
WITNESS

DATED this 9th day of June 2020

SIGNED FOR AND ON BEHALF OF EMPLOYEES)
EMPLOYEE REPRESENTATIVE)


.....
EMPLOYEE REPRESENTATIVE

In the presence of:


.....
WITNESS

DATED this 9th day of June 2020

SIGNED FOR AND ON BEHALF OF)
THE AMALGAMATED AWU (SA) STATE UNION)


.....
BRANCH SECRETARY

In the presence of:


.....
WITNESS

DATED this 1ST day of JUNE 2020

THE BAROSSA COUNCIL AWU ENTERPRISE AGREEMENT
2020

APPENDIX A
WAGE SCHEDULE

THE BAROSSA COUNCIL

AWU ENTERPRISE AGREEMENT 2020

SCHEDULE FOR MUNICIPAL EMPLOYEES

**2.30% Effective from the first full pay period commencing
on or after 16th June 2020**

CLASSIFICATION		EB RATES EFFECTIVE 16/6/2019	2.3% INCREASE EFFECTIVE 16/06/2020	DISABILITY ALLOWANCE (Fixed for duration of Agreement)	GROSS PER WEEK (Depot Staff Only) incl Disability	GROSS PER F/NIGHT
Grade 1	1st Year	962.74	984.88	33.30	1018.18	2036.3660
	2nd Year	974.96	997.38	33.30	1030.68	2061.3682
	3rd Year	986.93	1009.63	33.30	1042.93	2085.8588
Grade 2	1st Year	1001.21	1024.24	33.30	1057.54	2115.0757
	2nd Year	1013.45	1036.76	33.30	1070.06	2140.1187
	3rd Year	1025.45	1049.04	33.30	1082.34	2164.6707
Grade 3	1st Year	1040.65	1064.58	33.30	1097.88	2195.7699
	2nd Year	1052.88	1077.10	33.30	1110.40	2220.7925
	3rd Year	1064.89	1089.38	33.30	1122.68	2245.3649
Grade 4	1st Year	1088.25	1113.28	33.30	1146.58	2293.1595
	2nd Year	1100.51	1125.82	33.30	1159.12	2318.2435
	3rd Year	1112.45	1138.04	33.30	1171.34	2342.6727
Grade 5	1st Year	1120.86	1146.64	33.30	1179.94	2359.8796
	2nd Year	1133.11	1159.17	33.30	1192.47	2384.9431
	3rd Year	1145.13	1171.47	33.30	1204.77	2409.5360
Grade 6	1st Year	1148.76	1175.18	33.30	1208.48	2416.9630
	2nd Year	1160.96	1187.66	33.30	1220.96	2441.9242
	3rd Year	1172.98	1199.96	33.30	1233.26	2466.5171
Grade 7	1st Year	1176.64	1203.70	33.30	1237.00	2474.0054
	2nd Year	1188.86	1216.20	33.30	1249.50	2499.0076
	3rd Year	1200.85	1228.47	33.30	1261.77	2523.5391
Grade 8	1st Year	1202.24	1229.89	33.30	1263.19	2526.3830
	2nd Year	1214.47	1242.40	33.30	1275.70	2551.4056
	3rd Year	1226.45	1254.66	33.30	1287.96	2575.9167
AWU SPECIAL RATES FOR TEAM LEADERS/SUPERVISORS						
ME.200		1506.99	1541.65	33.30	1574.95	3149.9015

THE BAROSSA COUNCIL

AWU ENTERPRISE AGREEMENT 2020

SCHEDULE FOR MUNICIPAL EMPLOYEES

**2.30% Effective from the first full pay period commencing
on or after 16th June 2021**

CLASSIFICATION		EB RATES EFFECTIVE 16/6/2020	2.3% INCREASE EFFECTIVE 16/06/2021	DISABILITY ALLOWANCE (Fixed for duration of Agreement)	GROSS PER WEEK (Depot Staff Only) incl Disability	GROSS PER F/NIGHT
Grade 1	1st Year	984.88	1007.53	33.30	1040.83	2081.6645
	2nd Year	997.38	1020.32	33.30	1053.62	2107.2395
	3rd Year	1009.63	1032.85	33.30	1066.15	2132.3030
Grade 2	1st Year	1024.24	1047.80	33.30	1081.10	2162.1950
	2nd Year	1036.76	1060.61	33.30	1093.91	2187.8110
	3rd Year	1049.04	1073.17	33.30	1106.47	2212.9358
Grade 3	1st Year	1064.58	1089.07	33.30	1122.37	2244.7307
	2nd Year	1077.10	1101.87	33.30	1135.17	2270.3466
	3rd Year	1089.38	1114.44	33.30	1147.74	2295.4715
Grade 4	1st Year	1113.28	1138.89	33.30	1172.19	2344.3709
	2nd Year	1125.82	1151.71	33.30	1185.01	2370.0277
	3rd Year	1138.04	1164.21	33.30	1197.51	2395.0298
Grade 5	1st Year	1146.64	1173.01	33.30	1206.31	2412.6254
	2nd Year	1159.17	1185.83	33.30	1219.13	2438.2618
	3rd Year	1171.47	1198.41	33.30	1231.71	2463.4276
Grade 6	1st Year	1175.18	1202.21	33.30	1235.51	2471.0183
	2nd Year	1187.66	1214.98	33.30	1248.28	2496.5524
	3rd Year	1199.96	1227.56	33.30	1260.86	2521.7182
Grade 7	1st Year	1203.70	1231.39	33.30	1264.69	2529.3702
	2nd Year	1216.20	1244.17	33.30	1277.47	2554.9452
	3rd Year	1228.47	1256.72	33.30	1290.02	2580.0496
Grade 8	1st Year	1229.89	1258.18	33.30	1291.48	2582.9549
	2nd Year	1242.40	1270.98	33.30	1304.28	2608.5504
	3rd Year	1254.66	1283.52	33.30	1316.82	2633.6344
AWU SPECIAL RATES FOR TEAM LEADERS/SUPERVISORS						
ME.200		1541.65	1577.11	33.30	1610.41	3220.8159

THE BAROSSA COUNCIL

AWU ENTERPRISE AGREEMENT 2020

SCHEDULE FOR MUNICIPAL EMPLOYEES

**2.30% Effective from the first full pay period commencing
on or after 16th June 2022**

CLASSIFICATION	EB RATES EFFECTIVE 16/6/2021	2.3% INCREASE EFFECTIVE 16/06/2022	DISABILITY ALLOWANCE (Fixed for duration of Agreement)	GROSS PER WEEK (Depot Staff Only) incl Disability	GROSS PER F/NIGHT
Grade 1 1st Year	1007.53	1030.70	33.30	1064.00	2128.0064
2nd Year	1020.32	1043.79	33.30	1077.09	2154.1747
3rd Year	1032.85	1056.61	33.30	1089.91	2179.8111
Grade 2 1st Year	1047.80	1071.90	33.30	1105.20	2210.3988
2nd Year	1060.61	1085.00	33.30	1118.30	2236.6081
3rd Year	1073.17	1097.85	33.30	1131.15	2262.3058
Grade 3 1st Year	1089.07	1114.12	33.30	1147.42	2294.8372
2nd Year	1101.87	1127.21	33.30	1160.51	2321.0260
3rd Year	1114.44	1140.07	33.30	1173.37	2346.7442
Grade 4 1st Year	1138.89	1165.08	33.30	1198.38	2396.7689
2nd Year	1151.71	1178.20	33.30	1211.50	2422.9987
3rd Year	1164.21	1190.99	33.30	1224.29	2448.5737
Grade 5 1st Year	1173.01	1199.99	33.30	1233.29	2466.5785
2nd Year	1185.83	1213.10	33.30	1246.40	2492.8082
3rd Year	1198.41	1225.97	33.30	1259.27	2518.5469
Grade 6 1st Year	1202.21	1229.86	33.30	1263.16	2526.3217
2nd Year	1214.98	1242.92	33.30	1276.22	2552.4491
3rd Year	1227.56	1255.79	33.30	1289.09	2578.1878
Grade 7 1st Year	1231.39	1259.71	33.30	1293.01	2586.0239
2nd Year	1244.17	1272.79	33.30	1306.09	2612.1718
3rd Year	1256.72	1285.62	33.30	1318.92	2637.8491
Grade 8 1st Year	1258.18	1287.12	33.30	1320.42	2640.8363
2nd Year	1270.98	1300.21	33.30	1333.51	2667.0251
3rd Year	1283.52	1313.04	33.30	1346.34	2692.6819
AWU SPECIAL RATES FOR TEAM LEADERS/SUPERVISORS					
ME.200	1577.11	1613.38	33.30	1646.68	3293.3671