

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-03934

Applicant Barunga West Council, The Australian Workers Union (Amalgamated AWU (SA) State Union)

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement AWU and Barunga West Council Enterprise Agreement No 9 - 2021

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 9 September 2021 and have a nominal life extending until 31 March 2023.

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

Commissioner Cairney

09 Sep 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



AWU and BARUNGA WEST COUNCIL
ENTERPRISE AGREEMENT NO 9 - 2021

CLAUSE 1 - TITLE

This Agreement shall be known as the AWU and Barunga West Council Enterprise Agreement No 9 – 2021

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- **'Agreement'** shall mean the Barunga West Council Agreement No 9 - 2021.
- **'Award'** shall mean the Local Government Employees Award.
- **'AWU'** shall mean the Australian Workers Union and (Amalgamated AWU (SA) State Union).
- **'Consultation'** is the sharing of information and the exchange of views between the parties and includes the genuine opportunity for employees to contribute effectively to all decision-making processes, which may affect them. The objective of consultation is reaching agreed outcomes.
- **'Employee'** means an employee of the Council who performs work covered by this Agreement and the above Award.
- **'Employer'** shall mean the Barunga West Council.
- **'Family'** shall include any person who relies on the employees as a primary care giver.
- **'Workplace Representative'** shall mean an AWU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

CLAUSE 4 - ENTERPRISE BARGAINING COMMITTEE

- 4.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring Enterprise Agreements and resolving concerns and/or disputes arising from the operation of the Enterprise Bargaining process is the Enterprise Bargaining Committee.
- 4.2 The Enterprise Bargaining Committee for this Agreement shall consist of:
 - 4.2.1 Employer representatives employed by the Council.
 - 4.2.2 Employee representatives employed by the Council.
 - 4.2.3 The Union State Secretary or their Nominee.
- 4.3 The role of the Enterprise Bargaining Committee shall be:
 - 4.3.1 To formulate an Enterprise Agreement acceptable to all parties.
 - 4.3.2 To reach decisions through consensus which shall operate as recommendations to the parties they represent.
 - 4.3.3 To consider reports and ideas generated by employee and employer representatives on a range of issues.
 - 4.3.4 To 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.
 - 4.3.5 To review and monitor the operation and implementation of the Enterprise Bargaining Agreement.
 - 4.3.6 To 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.
 - 4.3.7 To resolve any disputes arising out of the operation of the Agreement.

CLAUSE 5 - DATE AND PERIOD OF OPERATION

- 5.1 This Agreement shall commence from the date of signing and shall remain in force until the 31st of March 2023. This Agreement will be reviewed and renegotiated during the final three months of its nominal life.

CLAUSE 6 - PARTIES BOUND

- 6.1 This Agreement is binding on the Barunga West Council in respect of its employees employed pursuant to the Local Government Employees Award and the Australian Workers Union (Amalgamated AWU (SA) State Union) in respect of its members employed at the Barunga West Council.

CLAUSE 7 - RELATIONSHIP TO PARENT AWARD

- 7.1 This Agreement shall be read in conjunction with the Local Government Employees Award, and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 - AIMS / OBJECTIVES

- 8.1 To encourage and develop a high level of skill, innovation and excellence among AWU members employed at the Barunga West Council through the provision of training and skills improvement programs.
- 8.2 To ensure strict adherence to the Award, this Agreement, and all other statutory provisions.
- 8.3 To enhance careers and benefits for AWU members.
- 8.4 To develop an environment where all parties are involved in decision-making processes.
- 8.5 To provide for improved wages and conditions for members of the Union.
- 8.6 To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.

CLAUSE 9 - EMPLOYEE RELATIONS

- 9.1 All parties recognise the need to build relationships based on care, trust, mutual respect and empathy.
- 9.2 Recognise that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
- 9.3 Recognise the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 - CONSULTATION

- 10.1 Good Human Resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication.
- 10.2 To ensure good communications are developed and maintained. Council will undertake in consultation with the employees, a review of existing communication practices to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 10.3 Communication strategies will be reviewed by the parties at least annually or as required.

CLAUSE 11 – WORKPLACE CHANGE

- 11.1 The Parties recognise that the Council may be influenced by various internal and external factors. These may include but are not limited to:
 - 11.1.1 Ongoing organisational structure and process review.
 - 11.1.2 The Council's financial position.
 - 11.1.3 Strategic direction of the Council.
- 11.2 The means of adjustment in those situations where organisational change results in positions no longer being required will be dealt with as per the Management of Change Procedures attached as Appendix 4 and the Guidelines for Targeted Voluntary Separation Packages as attached as Appendix 5.

CLAUSE 12 - JOB AND WORK REDESIGN

- 12.1 Any work redesign occurring shall be based on the following:
 - 12.1.1 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
 - 12.1.2 If performance measurement techniques are to be introduced they should be developed jointly by the parties.
 - 12.1.3 Relevant training in work change techniques shall be afforded to all employees.

CLAUSE 13 - MULTI-SKILLED WORKFORCE

- 13.1 Council may request an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

CLAUSE 14 - ENVIRONMENTAL EFFICIENCY

- 14.1 The parties agree to work towards greater environmental efficiency in all council operations and the adoption of environmental best practice. The Enterprise Bargaining committee will consider environmental efficiency in its deliberations.
- 14.2 In particular, the parties agree to investigate ways of reducing waste, energy use, and introduction of more environmental sound materials and technology in Council's operations.

CLAUSE 15 - WORK HEALTH AND SAFETY

- 15.1 The Employer will provide a safe working environment for its employees. The Parties agree to comply with the Work Health and Safety Act 2012 and the Work Health and Safety Regulations 2012. (As varied from time to time).

CLAUSE 16 - PAYROLL DEDUCTIONS

- 16.1 The current practice of all payroll deduction services for employees will be maintained for the duration of this Agreement.

CLAUSE 17 - HOURS OF WORK/CALL OUTS

- 17.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors.
- 17.2 Hours of work shall be based upon seventy six (76) hours per fortnight. The spread of hours shall be by mutual agreement between employer and employee(s) in terms of the following:
- 17.2.1 All staff hours will be spread over an eight-day fortnight on a Monday to Friday basis each week. The standard hours of work under this Agreement shall be a 9.50 hour day being between the hours of 6:30 am to 6:30 pm Monday to Friday with a total of seventy six (76) normal hours being worked over an eight day fortnight.
 - 17.2.2 All staff shall be entitled to forty eight (48) RDO's per calendar year on a day as mutually agreed, normally taken as one day per week.
 - 17.2.3 Additional hours worked outside of standard hours specified above shall be only by mutual agreement between the employer and relevant employee(s).
 - 17.2.4 The parties agree that call outs will be paid at the Award penalty divisor; a minimum of two hours will be applied for a call out subject to the below provisions.
 - 17.2.5 If an employee finishes a call out within 2 (two) hours and a further call out occurs within the 2 (two) hours of the first call out being started then no minimum 2 (two) hour call out will be applied to the subsequent or any further call outs within that 2 (two) hour period.
 - 17.2.6 If a call out occurs after the first 2 (two) hour call out and 2 (two) hours has lapsed since the first call out being started and the employee has finished work then a further minimum payment of 2 (two) hours will be applied for that call out.

CLAUSE 18 - WINTER JACKETS

- 18.1 Council agrees to supply winter jackets in accordance with clause 50 'Protective Clothing' of the Local Government Employees Award.

CLAUSE 19 - PROTECTIVE CLOTHING

- 19.1 All employees agree to abide by the requirements of the employer and the relevant Work Health and Safety legislation relating to the wearing of protective clothing that is provided by the Council as prescribed under the Award.

CLAUSE 20 - EQUAL EMPLOYMENT OPPORTUNITY

- 20.1 The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement will be within the parameters of the Equal Opportunity Act 1984 (SA).

CLAUSE 21 - TRAINING

- 21.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- 21.2 Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 21.3 It is recognised that participation in training and development programs should result in a multi skilled workforce with the potential to give immediate benefits to a Council in improved productivity and efficiency and should provide improved career options for employees.
- 21.4 Council has a commitment to ongoing training of employees evidenced by allocation of funds to training.
- 21.5 Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training responses.
- 21.6 Council undertakes to conduct a Training Needs Analysis.

- 21.7 General comments will be made available to all staff. A copy of each individual's analysis will be given to the employee together with a proposed individual training plan.
- 21.8 The overall training plan for the organisation should be consistent with the strategic and organisational needs of Council.
- 21.9 Council will ensure that all employees have a fair and equitable chance to attend training programs.
- 21.10 Where an employee has been employed by the employer in a particular capacity, but is no longer required by the employer to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost (in a manner to be negotiated) in retraining any qualification required under the previous terms of employment up to a level of \$500 per annum.

CLAUSE 22 - WORKPLACE REPRESENTATIVES AND UNION TRAINING

- 22.1 Recognition by Employer of Workplace Representative Role.
- 22.2 Upon written advice from the Union Branch Secretary that one or more members have been appointed as Union workplace Representatives, the employer shall recognise such person or persons as being accredited by the union for the following purposes:
 - 22.2.1 Discussion with other Union members of any matter pertaining to the work they perform or work related issues;
 - 22.2.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
 - 22.2.3 Receiving of instructions from the Union regarding performance of Union duties.
- 22.3 For the purpose of carrying out the functions under this clause Union Workplace Representatives(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are union workplace Representatives(s), and when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matters raised by members affecting their employment at that establishment.
- 22.4 To assist the Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the work site to him or her and will provide reasonable

facilities to enable the workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep union information.

22.5 Leave Entitlement for union Committees:

22.5.1 An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours.

22.6 Union Training:

22.6.1 Subject to the following conditions Workplace representatives shall be entitled to a minimum of five (5) days per annum accredited Trade Union Training, and all other AWU members shall be entitled to five days paid leave per year to attend accredited Trade Union training courses provided:

22.6.1.1 That where practicable, not less than three (3) weeks' notice is given to the employer of the date of the course;

22.6.1.2 That the employer is able to make adequate staffing arrangements during the period of such leave;

22.6.1.3 That in cases where the annual allocation of leave has been exhausted and there is a substantial reason why an officer should attend a particular Trade Union training course, the Union may apply to the Council for special paid Trade Union training leave covering the officer's attendance.

22.7 Leave to count as service:

22.7.1 Leave granted under this Clause shall be included as service for the purpose of recreation, sick and long service leave and entitlements under the Award.

CLAUSE 23 - ROSTERED DAYS OFF

- 23.1 The employer and all employees shall adopt a flexible approach to taking of Rostered Days Off as specified below hereto with any variation being by mutual agreement between employer and relevant employee(s). In the event that a Rostered Day Off is not taken on the normally agreed due date, this Rostered Day Off will be taken at some other mutually agreed time.

CLAUSE 24 - OVERTIME

- 24.1 It is understood that from time to time, employees may be expected to work a reasonable amount of overtime when requested and that this Agreement allows for up to nine (9) hours overtime per fortnight to be worked on the basis that the time worked in addition to the standard hours per day is accumulated at ordinary time and may be either taken as time off in lieu of payment for overtime or paid out of ordinary time rates, at the discretion of the employee. Where it is taken as time off in lieu of overtime, it shall be taken at a mutually agreed time.
- 24.2 All credited time off in lieu of payment for overtime pursuant to this Clause shall be taken out of ordinary time rates before 30 June in each year at the direction of the employer or if this has not been possible, overtime will be paid in cash at ordinary time.
- 24.3 All overtime worked beyond nine (9) hours per fortnight shall be paid pursuant to the overtime and penalty provisions of the Award.
- 24.4 The employer is under no obligation to provide overtime and will in all cases only do so according to organisational needs. It is understood that a refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right.
- 24.5 Only through genuine mutual agreement between the employer and the employee shall this flexible hour's agreement be extended to include weekends, public holidays and Rostered Days Off.

CLAUSE 25 - RECOGNITION OF PAST PRODUCTIVITY AND EFFICIENCY ACHIEVEMENTS

- 25.1 The parties recognise that given no agreed performance indicators are in place, it is difficult to quantify past productivity gains. Council recognises, however, that productivity gains have been achieved by way of, inter alia: e.g.

- 25.1.1 Organisational restructure leading to improved communications, and productivity through accountability.
- 25.1.2 Overall absorption of duties and reduction in number of employees across the organisation.
- 25.1.3 Absorption of increased demands of new legislation without employing additional staff.
- 25.1.4 Multi-skilling of all employees.

CLAUSE 26 - RECLASSIFICATION

- 26.1 Any request for a reclassification shall be examined and determined by the employer within one month of receipt of such application. Date of reclassification shall take effect from the date the employee commenced the duties.
- 26.2 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 26.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedure in the Award.
- 26.4 All permanent full-time employees shall be permanently reclassified no lower than Municipal Employees Grade 6.

CLAUSE 27 - LONG SERVICE LEAVE

- 27.1 Where an employee's contracted weekly hours or classification is reduced then Long Service Leave accrued from their commencement date shall be calculated and preserved.
- 27.2 Pro-rata Long Service Leave may be accessed by the employee at their discretion after seven years of continuous service.
- 27.3 Long Service Leave shall be in accordance with the Long Service Leave Act (SA) 1987.

CLAUSE 28 – PERSONAL LEAVE FOR MEDICAL APPOINTMENTS FOR WORK RELATED INJURY

- 28.1 Personal Leave for Medical Appointments for Work related injury: When an employee has an accepted claim for compensation under the *Return to Work Act, 2014* and pursuant to

Section 39(3) of that said Act, the employee's entitlement to weekly payments in respect of a work injury has come to an end, then the employee can apply for the use of Personal Leave to attend medical appointments for that work related injury. Such application for Personal Leave shall be for the period of time of the medical appointment (plus reasonable travel time) and must be notified Council at least seven (7) calendar days prior to the appointment and provide a Medical Certificate from the medical practitioner following the appointment.

CLAUSE 29 - DISPUTE RESOLUTION PROCEDURE

29.1 General:

29.1.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:

29.1.1.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.

29.1.1.2 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 the workplace Representative or union organiser in attempting to resolve the dispute with the employees concerned.

29.2 If the matter is not resolved at this stage, the parties may place the matter before the Enterprise Bargaining Committee who shall attempt to resolve the dispute:

29.2.1 If the matter is not resolved, the employee (who may involve the Workplace Representative or Union Organiser) may refer the matter to the Chief Executive Officer.

29.2.2 If the matter is not resolved, then it may be referred to South Australian Employment Tribunal for conciliation and/or arbitration.

29.2.3 The parties agree to be bound by the decision of the South Australian Employment Tribunal.

29.2.4 The above process should be completed within 14 days of the issue first being raised.

29.2.5 Nothing contained in this Clause shall prevent the union from raising matters directly with management.

CLAUSE 30- SALARY / WAGES RATES

The wage adjustments to apply throughout the operation of this Agreement are to take effect in the first full pay period following the scheduled adjustment dates, and are as follows:-

- 30.1 This Agreement allows for an increase on signing of 2 % as from 1st April 2021.
- 30.2 A further 2.25 % to apply as from 1st April 2022.
- 30.3 The increase shall be paid on the wage rates as contained in Appendix 1

CLAUSE 31 - NO EXTRA CLAIMS

- 31.1 The Parties undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.
- 31.2 This Agreement shall not preclude increases granted by a National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Where such decisions clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 32 - JOURNEY ACCIDENT/INCOME PROTECTION POLICY

- 32.1 Council will provide insurance for employees for accidents which occur in the journey to and from work, to and from seminars/training/conferences and the like, and during authorised work breaks to at least the level provided in the provisions of the Workers compensation and Rehabilitation Act 1986 (as amended) prior to 30th June, 1994.
- 32.3 The maintenance of an agreed income Protection Policy for members.

CLAUSE 33 - CONTINUOUS IMPROVEMENT

- 33.1 The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.

- 33.2 All parties will co-operate with the Enterprise Bargaining Committee to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 33.3 The Enterprise Bargaining Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 33.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plan or equipment, this will be provided at the earliest opportunity.
- 33.5 The Enterprise Bargaining Unit will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 33.6 Where any potential improvements are identified, they are to be discussed with and agreed by staff prior to implementation.
- 33.7 Once agreed, all improvements are to be documented by the Enterprise Bargaining committee and taken into account in the next round of Enterprise Bargaining negotiations.

CLAUSE 34 - RESOURCE SHARING

- 34.1 Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.
- 34.2 In relation to Resource Sharing/secondment of officers and staff to other Councils, if variations in pay rates, hours of work or conditions exist between council Enterprise Bargaining Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.
- 34.3 No employee shall suffer any reduction in remuneration or benefits, either actual or accrued as a result of resource sharing as relates to this Agreement.

CLAUSE 35 - SELF-DIRECTING WORK TEAMS

- 35.1 The parties may agree to investigate the concept of Self Directing Work Teams; if the concept is agreeable to all parties then such Teams shall be implemented. Any increased productivity, efficiency and/or cost savings that arise out of the implementation of such

Self Directing Work Teams shall be taken into account during negotiations for subsequent Enterprise Agreements.

- 35.2 To participate in the setting up of Self Directing work Teams in consultation with the employer. Each team shall consist of employees from the following work sections:
 - 35.2.1 Main Construction.
 - 35.2.2 Town Maintenance (Bute and Port Broughton).
 - 35.2.3 Minor Construction (Rural and Town).
 - 35.2.4 Individual - Parks and Gardens, Patrol Grader, General, Maintenance, and Sweeper/Machine.
- 35.3 To be responsible for carrying out particular projects with limited supervision.
- 35.4 To determine the flexibility of working hours as the need arises.
- 35.5 To be responsible to the Overseer/Works Foreman.
- 35.6 To adhere to all safety practices.
- 35.7 After consultation with management and the Self Directing Work Team, a time frame for each work allocation shall be agreed upon with the objective of all parties being to finish the work within that agreed time frame and within costing as agreed by both parties.
- 35.8 Employers Responsibilities:
 - 35.8.1 To ensure the establishment of individual Self Directing Work Teams in consultation with the employees.
 - 35.8.2 To provide all necessary plant and equipment to the above mentioned Self Directing Work Teams so that they are self-supporting within the resources of and as determined by Council.
 - 35.8.3 To consult with employees in relation to the utilisation of flexible hours.
 - 35.8.4 To advise the Self Directing work Teams at the earliest possible opportunity of Council's work program for the following year.

35.8.5 To discuss at the earliest possible opportunity, any new projects which are not included in the coming years Work Program.

35.9 Where work has been stopped on a particular project due to unforeseen circumstances (Plant breakdown etc.) Management shall, in conjunction with the Self Directing Work Team's revise the time frame for completion of the project.

CLAUSE 36 - TRANSPORTATION

36.1 Transport is to be provided by employer, or:

36.1.1 Reimbursement of use of private vehicle, if an employee is required to commence work at a depot located a greater distance from the normal residence of the employee than the depot at which the employee normally commences work.

36.1.2 Supply of vehicle and travel one way in normal working hours if start is required at the job.

CLAUSE 37 - FIELD/PRODUCTIVITY DAYS

37.1 There will be an offer of attendance to all employees to attend field days on a bi-annual basis. - By negotiation.

37.2 There will be an offer of attendance to all employees (excluding casuals) employed under this Agreement to one productivity day each year, in addition to statutory Public Holidays and leave entitlements, to be taken during December each year and on a day mutually agreed, but taken no later than 23 December.

CLAUSE 38 - SUPERANNUATION

38.1 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).

38.2 For the purpose of this clause:

38.2.1 '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.

38.2.2 ***"Superannuation Contributions"*** means:

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

38.2.2.1.1 3% of the employee's salary (or as amended); and

38.2.2.1.2 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

38.2.2.1.3 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

The Statewide Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

38.2.2.2 For each other Employee:

38.2.2.2.1 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

38.2.2.2.2 Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

38.2.3 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.

38.2.4 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 39 - SALARY SACRIFICE

39.1 Subject to the following conditions, an employee may apply to the council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to the Local Government Superannuation Scheme:

39.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

39.1.2 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-sacrificing salary.

39.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by the Council shall not be unreasonably withheld.

39.1.4 The application shall be in writing on the form provided by the payroll section and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her on-going living expenses. The remaining "cash" component cannot be lower than any minimum salary amount, which the Council may otherwise be required to satisfy in respect of the employee.

39.1.5 Each employee may only review and alter the percentage of salary to be salary sacrificed once in any one twelve month period before the 1 July. The

arrangements may only apply to future salary arrangements and cannot operate retrospectively.

- 39.1.6 The individual arrangement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to payroll.
- 39.1.7 The employee shall bear responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at employee's cost) to take account of taxation payable in relation to those contributions.
- 39.1.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

CLAUSE 40 – ALLOWANCES

- 40.1 Unless expressly prescribed under this Agreement, all allowances and penalty rates under the Award have been absorbed into the wage rate prescribed in clause 31 of this Agreement. This clause excludes any tool allowance or first aid allowance.

CLAUSE 41 – EARLY START/LATE FINISHES

- 41.1 Employees who work an eight day fortnight arrangement will not receive any early start / late finishes allowances pursuant to the Award, when it is mutually agreed that time will be worked outside of ordinary hours.

CLAUSE 42 - CLOTHING ALLOWANCE

- 42.1 An annual Allowance for PPE will be provided up to \$420, in accordance with the Council Uniform policy.

CLAUSE 43 – MEAL ALLOWANCE

- 43.1 If attendance to training requires overnight accommodation, breakfast and dinner will be available and generally booked to the room account, if the accommodation provider does not provide onsite catering then meals up to the following values will be reimbursed;
- Breakfast (morning following an overnight stay) \$20.00
 - Dinner (evening before overnight stay) \$30.00



CLAUSE 44 – CARER'S LEAVE

- 44.1 In recognition of the needs of employees with family responsibilities and/or those faced with urgent personal needs Carer's leave paid/unpaid is granted to the value of one working week as per the Award. An extension of time if required will be by mutual agreement.



CLAUSE 45 - SIGNATORIES

Signed for and on behalf of the Barunga West Council by:

STEVEN DAVEY
Acting Chief Executive Officer

Witness

On this 17th day of August 2021

Signed for and on behalf of the (Amalgamated AWU (SA) State Union)

PETER LAMPS
Secretary

Witness

On this 19th day of August 2021

APPENDIX 1

RATES OF PAY

Enterprise Bargaining Agreement pay rates include Base Rate, Supplementary Payments, Service Increments and Disability Allowance.

Classification	Base rate of pay	Pay rate as of 1st April 2021	Pay rate as of 1st April 2022
Municipal Employee		\$ Per week	\$ Per week
Grade 6	\$1195.27	\$1219.17	\$1246.60
2nd Year	\$1206.38	\$1230.54	\$1258.22
3rd Year	\$1220.02	\$1244.44	\$1272.44
Grade 7	\$1224.20	\$1248.69	\$1276.78
2nd Year	\$1238.10	\$1262.86	\$1291.28
3rd Year	\$1251.76	\$1276.79	\$1305.52
Grade 7 SPG *1	\$1377.24	\$1404.77	\$1436.38
2nd Year SPG	\$1392.86	\$1420.72	\$1452.69
3rd Year SPG	\$1408.23	\$1436.39	\$1468.71

*1 SPG means Shift Patrol Grader as detailed in Appendix 2.

APPENDIX 2

SHIFT PATROL GRADING SCHEDULE TO AGREEMENT

Basis of Operation

The shift patrol grading service offered by the Barunga West Council is based upon 3 shifts of 12 hours each per week.

Shift One

Sunday (12 hours) commencing at Council Works Depot at 6.00am and conclude on the work site at 6.30pm

Monday (12 hours) commencing at the work site at 6.00am and conclude on the work site at 6.30pm

Tuesday (12 hours) commencing at the work site at 6.00am and conclude at Council Works Depot at 6.30pm - Operator One

Shift Two

Wednesday (12 hours) commencing at Council Works Depot at 6.00am and conclude on the work site at 6.30pm

Thursday (12hours) commencing at the work site at 6.00am and conclude a the work site at 6.30pm

Friday (12hours) commencing at the work site at 6.00am and conclude at Council Works Depot at 6.30pm - Operator Two

In the event of exceptional circumstances, and with prior agreement, days of shifts may be changed.

The shifts are able to be rotated amongst the operators in an effort to ensure that all operators have an opportunity to take advantage of the normally recognised weekend.

The shifts are to commence at 6.00am and conclude at 6.30pm.

A Council owned utility will be available at the end of each shift for use by the operator to return to his/her place of residence. The utility should be left at the depot, or may be delivered to the other operator as agreed between the operators.

Conditions

1. Positions be classified level 7 year 3 of this Agreement
In addition to Base Wage Rates in Appendix 1 of the Agreement, all operators are to be paid a further 12.5% in recognition of the shift work being undertaken, in lieu of Agreement provisions for the social impact of weekend work, overtime, early start etc.
2. Positions are to receive, and be respondent to, all conditions of the Agreement, excepting where the Schedule varies those conditions.
3. All Sundays and recognized public holidays are to be considered normal working days in terms of the proposal.

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4. Christmas Day and Good Friday are not to be available to be worked and the normal patrol grading arrangements are to be undertaken on an alternate day (being Saturday).
5. The normal 12 hour shift is to be paid at a flat rate (refer 1 above)
6. Maximum hours to be worked in any one shift to be 14 hours. Any time worked in excess of 12 hours but less than 14 hours to be paid at time and one half
7. At a time to be decided, operators will notify their immediate supervisor that the shift will initially extend beyond the normal 12 hour shift, in order to gain approval for incurring overtime. If applicable, notification to the immediate supervisor will also be given where it is evident that the shift will extend beyond 14 hours to enable a replacement operator to be rostered on or other appropriate action to be taken.
8. Council guarantees a payment of 72 hours worked per fortnight paid at the relevant rate (refer 1 above).
9. Routes and operational policies and procedures are to be continually reassessed between management and operators to ensure the best possible patrol grading service is achieved
10. Sick leave is only available to be claimed and paid on working days. Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 76 hours (10 days) will actually be 76 hours (6.33 days) based on a 12 hour/day shift. Employees are to notify their immediate supervisor as soon as possible if they are unable to attend their shift due to illness.
11. Annual Leave is to be paid and deducted from accrued leave at the rate of 1 day being 12 hours. i.e. the yearly allowance of 152 hours (20 days) will actually be 152 hours (12.66 days) based on a 12 hour/day shift. This may be varied to 152 hours (20 days), based on payment of 7.6 hours per day, by prior mutual agreement between the incumbent and Council.
12. The application of this Schedule is to be monitored by the Collective Bargaining Committee with any concerns or disputes to be resolved pursuant to the Dispute Resolution Procedures (Clause 30) of the Agreement.
13. The shift incorporates a recognised meal break of one half of an hour, timing of which will be at the operator's discretion other than in the last half an hour of shift.
14. This Schedule shall be read in conjunction with this Agreement provided that where there is any inconsistency this Schedule shall take precedence.

APPENDIX 3

WASTE TRANSFER STATION SCHEDULE TO AGREEMENT

Employees engaged to work at the Transfer Station shall be engaged on the following schedule all matters not covered under the schedule shall be contained within the Enterprise Agreement and the Award.

Conditions

1. The roster shall be;

Monday - 9.5 hours. Commencing work at the Council depot (including 3.5 hours at the Waste Transfer Station).

Tuesday – 9.5 hours. Commencing work at the Council depot.

Wednesday – 9.5 hours. Commencing work at the Council depot.

Thursday – 6 hours. Commencing work at the Council depot (including 3.5 hours at the Waste Transfer Station).

Friday – Day off.

Saturday – Day off.

Sunday – 3.5 hours. Commencing work at the Council Depot.

2. Superannuation Payments

The Council will make Superannuation contributions with respect to Clause 39 on the first thirty eight (38) hours worked daily Monday to Sunday only, including hours worked outside of ordinary hours. Contributions will be made at the ordinary hourly rate.

3. Accumulation of Leave.

All forms of leave entitlement will be accrued on a pro rata basis on the ordinary hours worked Monday to Friday.

4. Payment for hours worked on Sunday.

All hours worked on Sunday will attract the penalty according to award rate requirements.

5. On days of fire bans the Waste Transfer Station will be closed and the employee when required to work will be given alternative duties.

6. The employee will be required to work public holidays, except Christmas Day and Good Friday, where the public holiday coincides with the opening days of the waste transfer station. All hours worked on a public holiday will attract the penalty according to award rate requirements.

APPENDIX 4

MANAGEMENT OF CHANGE PROCEDURES

1. MANAGEMENT OF CHANGE PROCEDURES

The parties recognise that the appropriate management of change is essential. The Union recognise the right and responsibility of the Council to ensure that the Council conducts its functions and operations as productively, efficiently and effectively as possible. The Council recognises that where proposals to introduce major changes in composition, operation or size of the workforce are being considered, employees who may be affected by such proposals and the appropriate Union or Unions shall be advised and consulted. The primary aim of consultation is to provide the opportunity to advise employees of the proposed change, the impact it may have on individuals, to provide the reasoning for the proposed change and allow the opportunity for employees to seek more information and provide feedback which will be genuinely addressed by the Council prior to any implementation of proposed change.

2. INTRODUCTION OF CHANGE

2.1 Consultation

The Council shall:

- (a) discuss with the employees affected and the Union(s), among other things, the changes being considered, the basis for such contemplated changes, the significant effects such changes are likely to have on employees, measures which can be taken to eliminate or lessen any adverse effects on employees and shall give due consideration to matters raised and alternatives submitted by the employees and/or the Union(s) in relation to the contemplated changes.
- (b) such discussions shall commence as early as practicable after proposed change is identified and approved for consultation by management.
- (c) prior to the Council finally deciding to effect change, the Council shall provide in writing to the employees concerned and the Union(s), relevant information about the contemplated changes including the nature of the changes proposed and the reasons why the change is required; the expected effects of the changes on employees and any other matters likely to affect employees. The Council shall not be required to disclose confidential information which could be adverse to the Council's interests or could be confidential to the affairs and operations of other person/s or organisations external to the Council.

- (d) during the consultation process, the Union(s) and the employees will offer positive input into the consultative process. Employees proposed as impacted, will be given a reasonable opportunity and time frame to research, seek advice and respond to any proposed changes. A minimum period of two (2) weeks will be provided for consultation. This period of consultation may be shortened if agreed by the proposed impacted employees and management.
- (e) The Council will through the life of this Agreement, prioritise redeployment and acknowledge natural attrition through periods of change.

2.2 Affected Employees

- (a) Where, as a consequence of implemented changes employees are deemed excess to requirements within the particular workplace, the Council undertakes to make practicable efforts in consultation with the affected employees and the Union/s, to transfer the employee/s to other positions within the Council commensurate as near as possible to their existing classifications and skills. If an employee has the required skills and competencies for a vacant position or can develop to be successful in the position within a reasonable timeframe, the employee may be redeployed into the position. The conditions of this position must be comparable to the employee's substantive classification and employment conditions. Where such a transfer is not practicable, the employees may be provided where possible, with a transfer to other work and the Council will provide appropriate training opportunities to ensure that the employees attain the appropriate skills to satisfactorily undertake those duties. Alternatively, where such a transfer to other work is not practicable appropriate redundancy arrangements will be applied.
- (b) Where an employee is transferred to a position carrying a lower classification than their "pre-change" classification, their salary rate will be maintained for a period of twelve months. Such salary rate shall not include "as earned" allowances or additional benefits directly applicable to the previous position no longer applicable to the "new" position. Such salary rate will however, receive all increases during that twelve month period that would have been afforded to the employee had they remained in that classification and all other "payable for all purposes" allowances.
- (c) At the conclusion of the twelve-month period where an employee has been transferred to a position holding a lower classification, such employee will retain their "pre-change" salary and will not receive the benefit of increases to that salary rate until the employee's "new" classification "catches-up" and the differential is absorbed. At this time, the employee will be reclassified to the new classification.

APPENDIX 5

GUIDELINES FOR TARGETED VOLUNTARY SEPARATION PACKAGES

1. APPLICATION OF GUIDELINES

1.1 Definition

- 1.1.1 A Targeted Voluntary Separation Package (TVSP) is defined as a separation payment made in circumstances where a position is declared surplus to organisational needs, proper consultation occurs, the employee is notified, invited to apply for, and voluntarily takes up a separation package. The following payment formula will apply:
- 1.1.2 Four (4) weeks up front plus four (4) weeks' notice plus three (3) weeks' pay for each year of service up to a maximum of 52 weeks. (This calculation also applies to any redundancies which may arise for any employees covered by this agreement). All calculations are subject to taxation in accordance with the law.

1.2 Use of Guidelines

- 1.2.1 Decisions relating to the application of TVSP's will be made by the Chief Executive Officer in consultation with the relevant Director. Prior to decisions being made, the Executive Leadership Group is to be notified of the position being declared surplus and the reasons for the decision. A TVSP is an offer by the Council to an employee and can only be activated by an acceptance of the offer by the employee.
- 1.2.2 A TVSP may be offered to an employee whose substantive position is declared surplus, or who is part of a group where some or all of the positions are declared surplus to the requirements of the Council.

1.3 Non-eligibility

Casual employees or persons employed on negotiated employment contracts which include specific entitlements for redundancy, are not entitled to a TVSP under these guidelines.

1.4 Conditions of Offer

- 1.4.1 Employees occupying positions identified by the Council as surplus to organisational needs may either be redeployed or invited to express an interest in receiving a TVSP. When employees are notified that their position has been declared surplus, they may be provided with a period of up to 30 days to consider and accept an offer of TVSP.
- 1.4.2 An offer and payment of the TVSP is conditional upon the following:
 - 1.4.2.1 the employee voluntarily terminating their employment with the Council from any position in which they are employed.
 - 1.4.2.2 the employee not applying for, engaging in, accepting or remaining in any employment whatsoever (whether as an employee, apprentice or trainee) with the Council for a period of two years from the date on which the employee's termination takes effect.
 - 1.4.2.3 the employee having notified the Council of each and every workers compensation injury and/or disability.
 - 1.4.2.4 the employee not suffering any other workers compensation injury or disability between the date of the offer of the TVSP and the time at which the employee terminates their services on the final day of employment. It is at the Council's discretion as to whether an offer of a TVSP will be withdrawn should a compensable injury be sustained.
 - 1.4.2.5 the employee having finalised all outstanding workers compensation claims.
 - 1.4.2.6 the employee repaying an amount equal to the weekly payment up to the amount paid as a separation package, if any employee receives any subsequent weekly worker's compensation payments arising out of any industrial action arising out of the employee's employment with the Council.
 - 1.4.2.7 Where an employee who has accepted an offer of a TVSP dies before separating or before payment of the TVSP, payment of the TVSP should be made in the same manner as other outstanding payments to employees (e.g. long service leave).

1.5 Financial Services

Employees are encouraged to seek personalised advice from an independent financial planner on specific financial planning and retirement matters.

1.6 Permanent Part-time Employment

Permanent part-time employees (excluding casual employees) are entitled to appropriate benefits on a pro rata basis.

1.7 Surplus Positions Identified While Employees are on Long Term Leave

Employees absent from work on approved periods of long-term leave, (e.g. long service leave, parental leave, study leave and special leave) who, before proceeding on leave, occupied a position which has been declared surplus during the period of leave and, but for the taking of the leave would have been offered a TVSP, may be offered a TVSP prior to the expiration of the leave. The Council needs to ensure that appropriate notification and adequate consultation occurs in the circumstances of employees on leave.

1.8 Administration of the Guidelines

Where any error may have occurred in the calculation of the separation package, the package shall be adjusted, and any overpayment shall be repaid to the Council irrespective of the cause or nature of the error of calculation. Any underpayments will be paid to the employee as soon as practicable.

1.9 Re-employment Following Targeted Voluntary Separation

1.9.1 Employees who leave the Council with a TVSP will not be re-employed by the Council for a minimum period of two (2) years – refer clause 1.4.2.1 Conditions of Offer.

1.9.2 Where an employee who has taken a TVSP joins a consultancy firm which, in the future, may successfully tender for work, or they successfully tender for work on their own account and the work performed does not constitute an employer/employee relationship, it would not breach TVSP provisions.

1.10 Position to be Abolished

Where a position is declared surplus and the incumbent offered a TVSP or redeployment, that position will be abolished and not re-filled.

2. CALCULATION OF ENTITLEMENTS

2.1 Final Annual Pay

- 2.1.1 Final pay is determined by the gross ordinary time earnings for the 12 months prior to separation or the substantive salary/wage at the time of separation whichever is the higher. It does not include leave loading or overtime and is not the employee's pay at the time of separation, converted to an annual rate. However, it shall include allowance payments which are, by Award, payable for all purposes.
- 2.1.2 If an employee has been in receipt of a continuous higher duty allowance for the 12 months immediately preceding the acceptance of a TVSP then this allowance will be included in the final annual pay calculation.
- 2.1.3 If an employee has been required to perform higher duties and paid a higher rate in accordance with award Higher Duties provisions for at least 50% of their time for a continuous period of at least 12 months immediately preceding the date of acceptance of a TVSP then the actual fortnightly allowance will be included in the final annual pay calculation.
- 2.1.4 Where an employee has, during 50% or more of pay periods in the 12 months immediately preceding the date on which they received notice of separation, been paid an allowance for shift work, the weekly average amount of shift allowance received during the 12 month period shall be counted as part of a week's pay. Where Service Pay is paid this amount will be included in determining the final weekly salary.

2.2 Workers Compensation

Where an employee has been receiving weekly payments of workers compensation during the 12 months prior to separation, in calculating gross ordinary time earnings, the TVSP payment is based on 100% of gross ordinary time earnings, (calculated in accordance with clause 2.1.1 to 2.1.4 above), had the employee been at work, including those employees whose weekly payment of workers compensation has been subject to reduction.

2.3 Leave without Pay

For the purpose of determining a week's pay for an employee who has been absent on leave without pay for all or part of the 12 month period preceding the separation date, calculation shall be based on the gross ordinary time earnings (calculated in



accordance with clause 2.1 and 2.2 above) as if the employee had been on duty and been paid.

2.4 Years of Service

Years of service is the difference between the actual start date and the separation date less the leave without pay. Years of service accounts for full years plus pro rata of the current year of service in which a TVSP offer is made.

2.5 Continuous Service

Continuous Service for the purposes of calculating a separation package shall be in accordance with the provisions of the Long Service Leave Act. "Service" is defined as that period of continuous service with the Council and not across the sector.

2.6 Superannuation

2.6.1 Payments from the relevant superannuation fund will be in accordance with the relevant Trust Deed.

2.6.2 Any enquires regarding legislative provisions, superannuation entitlements and rollover requirements should be referred to the applicable Superannuation fund, which may include Statewide Super.

2.6.3 Superannuation will be paid into the employee's nominated superannuation fund ensuring the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth) are met.

2.7 Other Award Entitlements on Termination

Apart from the TVSP, employees will receive all other Award and other statutory entitlements (i.e. annual leave, long service leave and annual leave loading).

3. SERVICES TO EMPLOYEES

3.1 Outplacement Services

At the discretion of the Director, the Council may provide out-placement support to an employee who has accepted an offer of a TVSP.

3.2 Time off

Employees are to be allowed reasonable time off with pay in order to obtain advice in regard to TVSP's.

3.3 Representation

Leaders should ensure that employees are fully aware of their right to have a representative present at discussions with management regarding their employment.

