

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

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|------------------------|---|
| Agreement title | The Barossa Council Municipal Salaried Officers Enterprise Agreement 2022 |
| Employer | The Barossa Council |
| Case number | ET-22-05380 |

Orders - Approval of Enterprise Agreement The Barossa Council Municipal Salaried Officers Enterprise Agreement 2022

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 February 2023 and have a life extending to 29 October 2025.

A handwritten signature in black ink, consisting of a large, stylized 'R' followed by a horizontal line and a wavy flourish.

Commissioner Rogers

17 Feb 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS





The Barossa Council Municipal Salaried Officers Enterprise Agreement 2022

ENTERPRISE AGREEMENT 2022

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1. TITLE

This Agreement shall be known as The Barossa Council Municipal Salaried Officers Enterprise Agreement 2022.

2. DEFINITIONS

"Agreement" means The Barossa Council Municipal Salaried Officers Enterprise Agreement 2022.

"Award" means the South Australian Municipal Salaried Officers Award (as amended from time to time).

"CEO" means the Chief Executive Officer of the Council.

"Consultation" means the sharing of information and the exchange of views in the formulation of plans which have a direct impact upon Employees. It provides Employees with the genuine opportunity to contribute effectively to decisions and have their viewpoints heard and taken into account.

"Continuous Improvement" means the ongoing identification and implementation of improved work, management and leadership practices to improve efficiency and effectiveness of the service provided to enable the delivery of value and quality to our stakeholders.

"Council" means The Barossa Council.

"Customer Facing" refers to Employees who represent Council through the delivery of direct face to face onsite services to our external customers as a core requirement of their role.

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

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

"Employee Representative" means an Employee member who nominates and is elected to represent staff on relevant committees.

"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.

"Parties" means the Council and the Employees.

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

"Salary" for the purpose of salary maintenance and Voluntary Separation Packages contained in Sub-Clauses 10.7 and 10.8 'salary' shall mean total income including superannuation payment, use of vehicle, regular overtime. Provided, however, in special circumstances the determination of salary for these purposes may be negotiated between Council, the Union and the officer concerned.

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

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

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

3. PARTIES BOUND

This Agreement will be binding upon:

- The Barossa Council
- Those Employees employed by The Barossa Council pursuant to the South Australian Municipal Salaried Officers Award, as amended from time to time, with the exception of The Chief Executive Officer.

4. PERIOD OF OPERATION

This Agreement shall commence operation from the date of certification by the South Australian Employment Tribunal (SAET).

The nominal expiry date of this Agreement shall be 29 October 2025.

5. RELATIONSHIP TO CURRENT AWARD & PREVIOUS AGREEMENTS

- 5.1. This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award (as amended) and where inconsistent with the Award, the terms of this Agreement shall prevail to the extent of the inconsistency.
- 5.2. This Agreement supersedes all previous certified agreements and Enterprise Agreements.

6. COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement and in its re-negotiation, to bargain collectively with the Parties to this Agreement in respect of Employees whose terms and conditions have traditionally been covered by the Award. The terms and conditions of that Award and this Agreement shall apply to all Employees of the Council.

7. CONSULTATIVE MECHANISM

- 7.1. The Parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the Parties recognise that the following consultative structures are appropriate.
- 7.2. Enterprise Bargaining Negotiating Committee (EBNC)
 - 7.2.1. An EBNC, comprising of an agreed number of Employer and Employee representatives, shall formulate an Enterprise Agreement acceptable to all Parties.

EBNC Employee Representatives shall consult with and represent the interests of all Employees covered by the Agreement during communication,

consultation and negotiation with Management Representatives in formulating the Enterprise Agreement.

- 7.2.2. Upon conclusion of the Enterprise Bargaining Agreement negotiations, the EBNC Employee Representatives shall meet with Management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

7.3. Workplace Representatives

Workplace Representatives will support, consult and represent the interests of all Employees during communication, consultation and negotiation with Council on general human resource and industrial issues affecting individuals or groups of Employees.

7.4. Union Workplace Representatives

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

7.5. Industrial Relations Training Leave

- 7.5.1. Council recognises that training is an important factor if Union Workplace Representatives are to operate effectively. Accordingly, Union Workplace Representatives shall be allowed up to a maximum of five days training in the first year as a representative and a maximum of two days per year in subsequent years, provided reasonable notice is given to Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted.
- 7.5.2. Industrial Relations Training Leave shall be granted provided that Council is able to make adequate staffing arrangements during the period of such leave and will be allocated as part of the individual Employee's training and personal development plan and expended from the individual's training budget allocation.

7.6. Union Officer's Access to Workplace

- 7.6.1. For the purpose of ensuring observance of the terms and conditions of the Award and the Enterprise Agreement an officer of the Union authorised in writing by the Secretary of the Union may, at any time during ordinary working hours, enter Council premises in which work to which this Agreement applies is being carried on, to inspect any time wages work books and relevant documents and interview any Employee, being a member or

persons eligible to be members of his/her organisation, on those premises, subject to the following conditions as well as to the relevant provisions of 7.6.2 hereof:

- 7.6.1.1. That the Union officer does not hinder or obstruct any Employee of the Council concerned in the performance of their work during working time.
- 7.6.1.2. That the Union officer does not exercise this right of entry for the purpose of 7.6.1, in respect of the same enquiry, more often than once a month on the premises of the Council unless the Union officer has first obtained specific further authorisation to pursue that enquiry.
- 7.6.2. The following general provisions shall apply to the right of entry of Union officers to the premises of the Employer under this Agreement:
 - 7.6.2.1. Wherever it is practicable, the Union officer authorised pursuant to 7.6.1 hereof shall give notice, on the working day before, to the Council of the approximate time of their visit and in general terms, of its purpose; provided that this provision shall not apply where the purpose of such visit would be nullified by the giving of such notice.
 - 7.6.2.2. Where requested by the CEO, the Union officer shall produce their authority to the CEO or such other person as has been nominated by the CEO.
 - 7.6.2.3. The CEO shall afford all reasonable assistance, including a suitable place or places for interviewing, to any Union officer exercising their right of entry in accordance with this Clause; and such officer shall cooperate reasonably and so far as is practicable with the Council and its officers in the conduct of any enquiry pursuant to 7.6.1.

8. OBJECTIVES OF AGREEMENT

8.1. Primary Objectives

- 8.1.1. All Parties to this Agreement share the view that the primary objective of this Agreement is to achieve the highest possible level of satisfaction for Council's external and internal customers. It is recognised that a number of factors must be present if this objective is to be achieved, including:
 - Workplace productivity and cost efficiency and effectiveness.
 - Flexible working arrangements.
 - Enhanced services to Council's stakeholders including residents and visitors.
 - A professional Council image and reputation.
 - Implementation of and accountability to Council's Community and Corporate Plans.
 - Commitment to the development, maintenance, and continuous improvement of a productive and harmonious working environment.
 - A high level of Employee skill, innovation and excellence and a commitment to enhance the careers and benefits among Employees through the prioritisation of the Employee experience and training and skills development.
 - The meaningful recognition of Employees.
 - Stability and collaboration in decision making and administration.

- 8.1.2. The Parties are committed to cooperating positively to implement work practices that meet the requirements of Council, Employees and the Community.

8.2. Developing Our Workplace Culture

- 8.2.1. Council understands that organisational culture is interlocked with the achievement of outcomes, high performance, continuous improvement, efficiency and the Employee experience. Council also recognises the role of its leadership in shaping organisational culture and in creating an environment where its staff are highly engaged, enjoy the work they do and are aligned to the organisation's purpose and strategic objectives.
- 8.2.2. Council sees the continuous improvement and prioritisation of the workplace culture, through effective leadership and Employee participation, as an essential mechanism in creating a highly engaged, productive and high performing workforce and in retaining and growing its Employees.

Essential components of building a positive culture at The Barossa Council include:

- Creation of a work environment that attracts and retains skilled and values aligned Employees to deliver its services to the community in line with the Community and Corporate Plan objectives and defined service levels.
- Consistency and continuous improvement in organisational leadership practice.
- A system of decision making that is dedicated to transparent and two-way communication and devolution and empowerment at appropriate levels in the organisation.
- A high degree of enjoyment at work through job satisfaction and opportunities for Employee growth and professional development.
- A sense of contribution to the community through a clear connection to Council's purpose.
- A mutual commitment to improving organisational effectiveness and community outcomes.
- An appropriate Employee Code of Conduct which requires the display of respectful, constructive and professional behaviours that have regard to the needs and feelings of Council and Employees in and outside of the workplace.

8.3. Continuous Improvement

- 8.3.1. The Parties to this Agreement are committed to continuous improvement and agree on the following principles to guide the Council's approach:
- Be transparent
 - Turn complaints into ideas, and problems into solutions
 - Embrace innovation and creation
 - Participate and create time for improvement
 - Improve the process, empower the people
 - View setbacks and failures as opportunities
- 8.3.2. Continuous improvement will be embedded across the organisation as a cultural norm, with Council's framework reflecting the intent to strive to undertake incremental improvements to services, and processes, encouraging Employees to identify ideas to improve their own work, so they can intrinsically see the value of the changes. Ultimately the primary focus is

high customer service standards, the reduction of waste in forms of cost, time and defects (rework), the streamlining of processes/workflows and the creation of a sound Employee experience.

8.4. Human Resource Management

The Parties agree that the Council's Organisational Culture and People's (OCP) Policy Library contains policies and processes that guide employee relations, human resource activities and appropriate leadership practice across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to human resource management and acknowledge that this plays a significant role in shaping a positive Employee experience.

8.5. Work Health Safety

8.5.1. The Parties are committed to ensuring as far as reasonably practicable, that via a Management System approach to work health safety and injury management, Employees are provided with a safe and healthy work environment.

8.5.2. Accordingly, this Agreement provides the vehicle for Council, management and Employees to work positively together to achieve the shared goals. In particular it addresses:

- Work arrangements to remove restrictive working and management practices.
- Ways to improve flexibility in labour supply.
- Creating an environment which promotes a constructive culture, high degree of teamwork, trust and shared commitment among all stakeholders.
- Ways to identify and promote high standards of excellence in the delivery of services.
- Reduction in wastage.
- Increase in service delivery at zero or minimum cost.

9. EMPLOYEE RELATIONS/COMMUNICATION

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

9.2. Council will communicate and consult regularly with Employees, to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of information, which may include a combination of e-mail, internal newsletters, staff meetings and intranet.

9.3. The Parties:

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

- Recognise that Council policies associated with this Agreement are subject to change during the life of this Agreement.
- 9.4. Council policies associated with this Agreement shall not be significantly changed, during the course of this Agreement, without final consultation with Employees except in the case of minor amendments.
- 9.5. The Executive Leadership Team (ELT) shall call four (4) full staff meetings per annum in line with clause 8.2. In exceptional circumstances and with CEO approval, Employees, through their Representatives, may call a full staff meeting with the provision of reasonable notice. In doing so they are responsible for providing a detailed agenda for discussion to all Employees including the CEO at least 7 calendar days prior to the meeting. The CEO may deny such a request from Employees due to operational reasons.

10. INTRODUCTION OF SIGNIFICANT ORGANISATIONAL CHANGE

- 10.1. The Council shall engage in Consultation at an early stage with Employees and the Union in instances where Employees may be affected by the introduction of Significant Organisational Change.
- 10.2. Significant Organisational Change means a major change to the organisation's structure, or work performed by Employees, including:
- Change that is likely to have significant effect to their ordinary hours of work.
 - Major changes in the composition, operation or size of the workforce or in the skills required.
 - Change that creates a need for extensive retraining, transfer to other work or the restructuring of jobs.
- 10.3. There shall be no forced Redundancies occurring as a result of any change, including Significant Organisational Change, introduced as a result of this Agreement.
- 10.4. The Council shall consider practical ways of mitigating adverse effects, if any, of the change on Employees through discussions involving the Employees and where applicable the Union. Without limiting the range of options, the means of adjustment in situations where Organisational Change results in positions being no longer required will be dealt with in the following way:
- Natural attrition, in accordance with Clause 10.5.
 - Redeployment in accordance with Clause 10.6.
 - Targeted Voluntary Separation Package in accordance with Clause 10.7.
 - Negotiated Voluntary Separation Package in accordance with Clause 10.8.
- 10.5. Natural Attrition
- 10.5.1. The preferred method of responding to a need to reduce staffing numbers is through natural attrition, such as resignations or retirements, without the need for recourse to Redundancies.
- 10.5.2. Where natural attrition does not occur, Council may offer redeployment or a Voluntary Separation Package in accordance with the provisions set out below.
- 10.6. Redeployment

- 10.6.1. It is the primary aim to redeploy Employees into alternative reasonable work of equal classification and status as their pre-redeployment position.
- 10.6.2. After examining all options, if it is agreed by the Employee and the Council that redeployment in accordance with 10.6.1 is not feasible, the Employee can choose either a Voluntary Separation Package (in accordance with 10.7 below) or to be redeployed into a position at a lower classification level on the following basis:
- Unless otherwise agreed, the redeployment shall be to a position, where possible, with similar core duties as the redundant position.
 - The Employer will provide training to assist the Employee in the new position as soon as reasonably practicable.
 - The Employee's salary shall be frozen until the salary of the new classification level equals the Employee's pre-redeployment classification level, but the Employee shall be granted 50% of pay increases gained through enterprise bargaining. Such increases shall be based on the Employee's actual redeployed salary.
- 10.6.3. An Employee who agrees to trial a redeployed position which includes core duties that are different from their Redundant position shall be entitled to access a Voluntary Separation Package in accordance with Clause 10.7 at any stage throughout the trial period, provided however, that the trial period shall be no longer than three months.

10.7. Targeted Voluntary Separation Package

Where a position is identified as Redundant, a Targeted Voluntary Separation Package shall be available to the Employee if Council is unable to redeploy the Employee to a reasonable position at the same classification level with similar responsibilities and at an agreed location.

The Package shall be based on the following:

- Ten weeks' notice of termination, or payment in lieu of notice.
- Three weeks' severance payment for every year of completed service within the Council or Service prior to amalgamation with the District Council of Angaston, District Council of Barossa, District Council of Tanunda and District Council of Mount Pleasant to a maximum payment of 104 weeks.
- All of the above payments will be made upon the Employee leaving the employ of the Council.
- At the Council's discretion, an amount of up to 10% of the Employee's annual salary may be reimbursed by Council upon presentation of receipts and documentation of activities undertaken to assist the Employee to gain other employment within 6 months of separation. This will be available only to bona fide employment seekers and will not be available to those who have secured other employment or do not intend to seek further employment.

10.8. Negotiated Voluntary Separation

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

11. AMALGAMATION OR BOUNDARY ADJUSTMENT

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

12. STRATEGIES FOR IMPROVED EMPLOYEE EXPERIENCE

12.1. Training

- 12.1.1. The Parties are committed to investigate training requirements for all Employees, and training undertaken in accordance with Council's Training and Professional Development Policy. Management, in consultation with Employees, will develop an appropriate training plan based on a training needs analysis and shall implement such training at the earliest opportunity where reasonable.
- 12.1.2. Out of hours training for Employees may be required on an occasional basis but only for items that are essential or mandatory for an Employee to undertake their role. Such training will be restricted to training which cannot reasonably be held during ordinary hours. Training sessions may be offered outside of the ordinary spread of hours (including weekends) and it is expected that officers will make every effort to attend; however, it is acknowledged that training outside of ordinary hours is voluntary.
- 12.1.3. Time spent at mandatory training conducted outside of ordinary hours is to be paid in accordance with 12.5. Travel time to and from training venues outside of ordinary hours is not payable unless approved by the CEO. Travel allowance is in accordance with Council's Employee Travel and Accommodation Policy.
- 12.1.4. Council will reimburse reasonable childcare expenses incurred for Employees with family responsibilities who would be unable to attend such training without external childcare arrangements.
- 12.1.5. Customer facing roles who are on rostered arrangements, subject to continuity of service delivery and alternate operating arrangements, will have access to up to four (4) whole of team, half day training sessions per annum.

12.2. Flexibility and Work Life Balance

- 12.2.1. Council acknowledges the positive benefits that flexibility in the workplace can provide to both the Employee and the organisation. Council is committed to providing a flexible work environment that supports the Employee and the community.
- 12.2.2. Workplace flexibility enables both individual and organisational needs to be met through making changes to the time, location and way an Employee works. Flexibility should be mutually beneficial to both Council and the Employee.
- 12.2.3. Flexible work arrangements may be instigated by the Employee or Council and approval of any application for flexible work arrangements by an Employee will not be unreasonably withheld, subject to the needs and capacity of the Council.

- 12.2.4. Approval by Council for an Employee to participate in a flexible work arrangement will depend on balancing operational requirements and the workforce planning needs. Approval may not be granted if operational requirements are not able to be managed.
- 12.2.5. Each application will be determined based on the merit of the individual case and the individual circumstances of the job role, personal needs and the needs of the organisation at the time of the application and will not be held to apply to any other case or application.
- 12.2.6. The impact on organisational outcomes, service delivery and the community will be considered prior to any other issue and shall be balanced with the needs of the Employee where possible.
- 12.2.7. Flexible work arrangements shall not result in an unreasonable increase in the workload of other Employees.
- 12.2.8. The Parties are committed to innovative and progressive flexible work options and agree to review, develop and implement an adequate document/s which may be a policy, process or guideline to support the application of the various workplace flexible working arrangements including, but not limited to:
- Working from home
 - Part time work
 - Job-share arrangements
 - Purchased leave
 - Alternate start and finish times
 - Compressed fortnights
 - Transition to retirement
- 12.2.9. All arrangements for flexible working conditions will be documented and agreed by the Employee and the Council in accordance with Council's Human Resource Management Policy and associated Policy or Processes. Documentation will include the period for which the arrangement applies, hours of work, duties of the Employee, obligations of Council and any other relevant information.
- 12.2.10. All requests for workplace flexibility arrangements are subject to the approval of the relevant Director, or CEO for positions that report to the CEO. Approval can be later amended or discontinued to meet organisational service levels or need. Workplace flexibility arrangements will be subject to annual review and the provision of one months' notice of amendment or discontinuance.

12.3. Working Arrangements

- 12.3.1. Council recognises that working hours should reflect the need to provide accessibility, responsiveness, and flexibility in the delivery of services. Working hours for Employees will therefore be structured on a flexible basis in accordance with the following guidelines.
- 12.3.2. Ordinary hours of work for full time Employees will be 38 hours per week which is 76 hours per fortnight.
- 12.3.3. The ordinary hours of work for all Employees, except those outlined in clause 12.3.3.1, shall be worked between the span of 7.30am and 7.30pm, Monday to Friday, excluding public holidays. Employees may instigate to

commence work at 7am without attracting penalty rates or loadings. No penalty payments or loading shall be made for work undertaken within the ordinary span of hours except where an Employee is required to work in excess of 10 hours in a day.

12.3.3.1. The ordinary hours of work for The Barossa Visitor Centre Employees shall be from 7.30am to 7.30pm Monday to Saturday, excluding public holidays.

- 12.3.4. Employees who support or supervise Employees and/or contract staff who are not covered by this Agreement, and depot-based employees, may agree to alter their ordinary hours of work to support the operation of the business unit, provided such hours do not exceed 76 hours a fortnight. In this situation the 15% loading as per Clause 12.3.8 will not apply.
- 12.3.5. In instances where Enterprise Technology and Innovation Employees are rostered to perform scheduled maintenance tasks outside of the ordinary hours defined in 12.3.3, work performed between the hours of 7.30pm to 10.30pm Monday to Friday (excluding public holidays) shall attract a loading of 15% in addition to their ordinary time rate of pay.
- 12.3.6. Library staff who are rostered to work after 5.30pm Monday to Friday shall be paid an allowance of 15% per hour for actual time worked.
- 12.3.7. Library Staff rostered to work on weekends will be paid in accordance with Clause 12.5 Overtime.
- 12.3.8. Employees who, as part of their ordinary hours of work, regularly perform work prior to 7.30am or after 7.30pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 12.3.9. Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply. This is on the understanding that there is a mutual agreement and is in the interest of improved customer service.
- 12.3.10. There shall be an unpaid lunch break of a minimum of 30 minutes each day to be taken between the hours of 11.30am and 2.30pm. If an Employee chooses not to take a lunch break, this 30 minute period will not be considered part of the Employee's ordinary hours. Employees may take a longer lunch break and work additional time to make up for the longer lunch break. This make up time will be paid at ordinary rates.
- 12.3.11. To meet exceptional circumstances, an Employee may seek to operate a Flexible Work Arrangement outside of the hours prescribed in Clause 12.3.3 including weekends without attracting penalty rates.

12.4. Flexitime

- 12.4.1. The flexitime system shall ensure the business needs of the Council and its areas are met and that adequate service provision is always available, as determined by the relevant supervisor.
- 12.4.2. Under a flexitime system Employees can, with the permission of their Supervisor, start and finish work using flexible times within the span of ordinary hours (as defined in clause 12.3.3) as long as a minimum of 76 hours (for full time Employees) is worked over the fortnight. Part-time Employees shall also

have the flexibility to amend start and finish times whilst ensuring that they work their minimum contracted hours of duty over the fortnight.

- 12.4.3. Should an Employee be required to work additional hours in excess of the normal 7.6 hours (for full-time Employees), but not more than 10 hours, the Employee will accrue flexitime.
- 12.4.4. Part-time Employees shall accrue flexitime if they work longer than their contracted hours of duty on a normal day of work, with the agreement of their supervisor. They may also accrue flexitime if they are requested to attend training, a staff event or meeting on a non-workday, with their supervisor's approval, and the hours worked do not exceed 2.5 hours. Additional hours worked that exceed 2.5 hours on a day outside of their normal days of work will be paid at the Employee's normal rate of pay in accordance with Clause 13.
- 12.4.5. Employees are not to accrue excessive flexitime hours. Employees should not accrue in excess of four (4) hours of flexitime per fortnightly pay period, except in exceptional circumstances to meet operational requirements with written approval from their Supervisor. Employees can accumulate flexitime up to a balance of 22.8 hours.
- 12.4.6. Once the flexitime limit has been reached, the Employee and their Supervisor are to agree a plan to reduce the outstanding credit within the next pay period, unless otherwise agreed. If no agreement to take flexitime can be reached, the Council may direct the Employee to take flexitime upon reasonable notice. Where the flexitime limit is exceeded, no further flexitime can accrue except where there is a written agreement in place.
- 12.4.7. Accrued flexitime may be taken in hourly blocks, as half days or full days with prior approval. Other arrangements can be agreed with an Employee's Supervisor to ensure business needs are met.
- 12.4.8. The relevant Supervisor will be responsible for monitoring the number of hours worked by Employees to ensure that the requirements to accrue flexitime have been met.
- 12.4.9. Clause 12.4 should be read in conjunction with any applicable Council flexible work policies and processes.

12.5. Overtime

- 12.5.1. Overtime provisions will only apply under the following conditions:
 - The work is outside the span of ordinary hours (defined in 12.3.3) or for any hours in excess of 10 per day worked at the request of management.
 - Overtime is approved in writing by the Supervisor (excluding rostered library Employees in accordance with 12.3.6 and rostered Barossa Visitor Centre Employees).
- 12.5.2. Any time worked in excess of 10 hours per day or outside the span of hours specified in Clause 12.3.3 on Monday to Friday shall be paid at the rate of time and a half, unless other mutually agreed arrangements are in place.
- 12.5.3. Any time worked on Saturday or Sunday (excluding Barossa Visitor Centre Employees) shall be paid for a minimum of 3 hours at the following rate:

- First 3 hours worked during the Saturday or Sunday period shall be paid at time and a half.
 - All hours in excess of the first 3 hours mentioned above shall be paid at double time.
- 12.5.4. Except for Barossa Visitor Centre Employees, any time worked on a public holiday shall be paid for at double time and one-half. Employees required to work overtime on any such occasion shall be paid a minimum of three (3) hours work at the appropriate overtime rate.
- 12.5.5. For Barossa Visitor Centre Employees time worked on a Sunday or a public holiday shall be paid at the following rate:
- First 3 hours worked on a Sunday shall be paid at ordinary time.
 - All hours in excess of the first 3 hours shall be paid at time and a half.
 - All time worked on a Public Holiday shall be paid at double time.
- 12.5.6. Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 12.5.7. The Council and the Employee may agree to a suitable employment package to take account of work, which is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing see also clause 12.7.2 Availability Allowance.
- 12.6. Time off In Lieu (TOIL) of Overtime
- 12.6.1. Employees who are required to work overtime in accordance with Clause 12.5 may elect to "bank" such hours in lieu of payment.
- 12.6.2. By mutual agreement between the Employee and the Council, at a time convenient to both, time off may be taken in lieu of overtime payment as follows:
- Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
 - Time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.
- 12.6.3. TOIL must be granted and taken within three months of the date of accrual. If, because of organisational constraints, time off cannot be taken within the three months, accrued time shall be paid at the appropriate rate.
- 12.6.4. Council shall not unreasonably deny an employee's request for leave.
- 12.6.5. The maximum hours which any Employee may "bank" as TOIL shall not exceed 22.8 hours at any one time. Where an Employee has "banked" 22.8 hours of TOIL, the Council may direct that time to be taken by the Employee.
- 12.7. After Hours Call Outs
- 12.7.1. Call-Outs
- 12.7.1.1. Call outs apply where an Employee is recalled to work. A recall to work can occur without needing to attend a work site, where the

situation can be addressed offsite. This does not include answering an individual phone call of short duration (eg 10 minutes). Where an Employee receives a series of ongoing phone calls, a call out provision will apply.

12.7.1.2. Call outs will be paid for a minimum of three (3) hours, which includes travel time, and paid at appropriate penalty rates in Clause 12.5 Overtime.

12.7.1.3. A call out does not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

12.7.2. Availability Allowance

12.7.2.1. This clause applies to any Employee who is rostered to be available for recall to work outside of their normal working hours.

12.7.2.2. Employee inclusion on the after-hours callout roster for any essential business function may be a mandatory requirement of their role to meet operational requirements and will therefore be paid in accordance with the terms and conditions of this Clause.

12.7.2.3. For the purpose of this Clause, Availability Allowance will refer to a situation where an Employee is rostered to hold themselves on immediate standby to attend work during prescribed times outside of their normal working hours.

12.7.2.4. Availability is taken to mean the ability to commence the journey to the site of a callout, or location to be able to respond remotely, within a suitable timeframe of receipt of advice of the need to respond to an after-hours callout. The rostered Employee would be expected to be able to respond within such a timeframe and comply with all the relevant laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

12.7.2.5. An Employee instructed to make themselves available or to remain on standby for call-out as per an agreed roster or written instruction by Council, shall receive, in addition to any callout payment provisions applicable under 13.6.1.2, an amount equal to 10% of their normal hourly rate for each hour or part thereof that the Employee is required to be on immediate standby.

12.7.2.6. This clause is applicable to positions classified at Level 6 and below of the Award's General Officers Stream.

12.8. Local Area Workplace Agreement (LAWA)

A LAWA may be negotiated between a specific work group and management, subject to the following:

- The LAWA should be utilised to facilitate and assist the specific work group become more effective in the performance of their role.
- The LAWA may prescribe employment and working arrangements different to those prescribed under the Award and this Agreement, subject to the 'no disadvantage test' being applied by the South Australian Employment Tribunal against the Award and Agreement.

- The LAWA will be documented as a Schedule to this Agreement with consequential variation of this Agreement.
- The LAWA will be submitted to the South Australian Employment Tribunal for approval, certification and as a variation to this Agreement.

12.9. Over and Under Payments

12.9.1. Over Payment

- 12.9.1.1. An Employee who has been overpaid, regardless of the cause, is liable to repay the amount of the overpayment back to Council.
- 12.9.1.2. The Employee must be notified in writing as soon as possible after the error has been identified, stating the amount and the cause of the overpayment.
- 12.9.1.3. Current Employees will be provided with a method for repayment by mutual agreement in writing between Council and the Employee. Upon mutual agreement, the Employee has the option to repay the amount in full or by instalments via deductions from their fortnightly pay.
- 12.9.1.4. Non-Current Employees will be set up as a debtor through Accounts Receivable and will have the option of repaying the amount in full or via fortnightly payments based on the same dollar values as current Employees.

12.9.2. Underpayments

- 12.9.2.1. Where it has been identified that Council has made an underpayment, the Employee (whether a current or former Employee) will be notified in writing stating the amount and reason for the underpayment.
- 12.9.2.2. The amount of the underpayment will be paid as soon as practicable after the Employee has been advised in writing and the amount has been approved by Council.

12.9.3. Any exception to the above will require CEO approval.

13. CASUAL, PART-TIME AND FIXED TERM EMPLOYMENT

13.1. Casual Employment

Appointment of casual Employees shall be in accordance with the Award. Whilst the actual number of casual Employees is not fixed, the accumulative number of Employees shall not exceed the sum total of thirteen full time equivalent (FTE) Employees. Casual Employees may be placed wherever the organisational needs require them to be placed. Each casual Employee may work up to 1300 hours each in any one financial year. The exception to this provision is where casuals are engaged for a seasonal period.

- 13.2. An Employee, other than a full-time Employee, employed by Council for more than 1300 hours in a year, shall be engaged as a part-time Employee, unless the Employee and the Council otherwise agree that the Employee remains a casual.

13.3. Part Time Employment

Any Employee employed on less than a full-time basis may be engaged as a part-time Employee.

13.4. The normal working hours of a part-time Employee may be changed by mutual agreement between the Employee and the Council. This provision applies to meet the short-term requirements of either party. Where a part-time Employee agrees to vary their hours, the following parameters will be applied:

- Employees may work up to 38 hours per week within the normal span of hours without attracting overtime.
- All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in Clause 12.3 of this Agreement.
- Opportunities will be investigated for Employees to enter into job share arrangements. Any job share shall be the subject of an agreement between the Council and the Employee.

13.5. Where a part time Employee's existing role offers or requires additional hours, they shall be first offered the additional hours whenever practicable to do so, before any new, casual, or temporary Employees are engaged.

13.6. The actual hours worked by part-time Employees shall be recorded and factored into the Employee's leave entitlements (e.g. Annual Leave, Sick Leave, Family Leave etc.)

13.7. Part-time Employees shall progress through the incremental steps in the classification levels of the Award following their annual anniversary date.

13.8. Fixed Term Employment

Council may engage Employees for a fixed term in the following circumstances:

- In a Director role.
- To undertake a project or program for a defined duration.
- In positions which are subject to external or specific program funding.
- To cover the absences of Employees provided that any such fixed term is clearly identified at the time of engagement.

13.9. 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.

13.10. Employees engaged on fixed term contracts where the duration is greater than six months will be informed of their cessation, renewal or extension at least six weeks prior or where practicable three months, prior to the expiry date of their current contract.

14. TRUSTED PERSONAL LEAVE (Use of Sick Leave Entitlement)

Council acknowledges the relationship between work and family obligations and the importance of providing flexibility to Employees in order to support Employee wellbeing, to reduce the potential conflict between work and personal life, to increase productivity and reduce absenteeism.

14.1. Employees are entitled to access their sick leave entitlements for Trusted Personal Leave for:

- Any genuine purpose relating to their health and wellbeing including sickness, ill-health and its prevention

- Caring responsibilities of an immediate family or household member
 - The serious illness or death of someone close to the Employee
 - Any other reason of a genuine personal nature
- 14.2. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.
- 14.3. For the purpose of this clause, family or household members include:
- Spouse or Partner (including same sex partners, de-facto spouse)
 - Child (including an adult child, adopted child, stepchild, foster child, or an ex-nuptial child)
 - Parent/guardian, partner's parents, stepparent
 - Grandparent, grandchild
 - Sibling or stepsibling of the Employee
 - A member of the household that is not a blood relative
 - Person you are a nominated carer for
- 14.4. Leave for the purpose of this clause operates entirely on the basis of trust and the Employee's genuine assessment of the need to take that leave, therefore a medical certificate to prove illness is not required except in the circumstances set out in clause 14.6 and clause 14.9.
- 14.5. Such leave is not restricted in terms of the number of days that can be taken (provided that sufficient leave has been accrued by the Employee) and will be automatically authorised by Council.
- 14.6. Council reserves the right to request an Employee who is absent due to personal illness for three (3) consecutive days or more to provide a medical certificate indicating the date on which an Employee is fit to resume duty.
- 14.7. To access Trusted Personal Leave, an Employee must make a genuine endeavour to advise their Supervisor of the need to take Personal Trusted Leave prior to the commencement of such leave. If this is not possible, the Employee must make every reasonable endeavour to notify their Supervisor as soon as practicable in the given circumstances.
- 14.8. Trusted Personal Leave cannot be used as a supplement to any other leave type for personal activities where an Employee would normally use another leave type (such as flexi-time) or where the activity can reasonably be undertaken outside of normal working hours.
- 14.9. The Employee may be required to provide a medical certificate for absences where the Council deems that the Employee has 'broken trust' which may include where:
- The Employee on more than one (1) occasion, without a valid reason, fails to notify Council of their need to take leave in accordance with clause 14.7 above; or
 - The Employee has been counselled about their behaviour, performance or inappropriate use of Trusted Personal Leave and continues to engage in such inappropriate conduct; or
 - The Council has identified any other valid reason to require the provision of evidence, such as an observable pattern of absence from work.
- 14.9.1. In the instance of broken trust, the issue will be discussed with the Employee who will be provided with an opportunity to respond before a final decision is made. If decided an appropriate course of action, the Employee will be advised that a medical certificate or other form of evidence will be required

for all future absences. In the absence of appropriate documentation being provided, trusted personal leave may not be paid and the absence from work will be seen as unauthorised.

14.9.2. Where evidence for an absence is required, the Employee may provide either a medical certificate (including, as best as possible, the date on which an Employee is fit to resume duty), a Statutory Declaration or another form of advice that can reasonably substantiate the reason for the absence to Council's satisfaction.

14.9.3. This clause is to be read in conjunction with Clause 6.6 Sick Leave and Clause 6.8 Family leave of the Award.

14.10. Nothing in this Clause prevents the CEO from granting special or annual leave for an Employee in circumstances of exceptional need. Where an Employee has insufficient trusted personal leave or annual leave entitlements, approval may be granted by the CEO to utilise a negative leave accrual of up to five days. An agreement to utilise a negative leave accrual will be made in writing and will require the Employee to repay any negative leave entitlement to Council upon their resignation or termination of their employment.

15. BLOOD DONOR LEAVE

15.1. An Employee, other than a casual, shall be entitled access to their Trusted Personal Leave entitlement for the purposes of donating blood. Taking of such leave shall be arranged by mutual agreement between the Employee and their Supervisor.

15.2. The Employee shall arrange for the absence to be at a time suitable to the operations of the Employee's work group, to be as close as possible to the beginning or ending of the Employee's ordinary working hours.

16. CULTURAL LEAVE

16.1. Council is committed to supporting the diverse cultures of our Employees and recognises that some Employees may have special cultural or ceremonial obligations which need to be observed and which may conflict with employment responsibilities.

16.2. An Employee is entitled to up to five (5) days Cultural Leave per annum from existing Trusted Personal Leave for the purposes of attending special cultural or ceremonial events associated with the Employee's culture. Supervisors are encouraged to support and assist Employees to meet their cultural obligations and approval for Cultural Leave will not be unreasonably withheld.

16.3. In deciding whether to approve paid or unpaid Cultural Leave under this clause, the relevant Supervisor will consider the operational requirements of the organisation and the abovementioned importance of supporting the diverse cultures of Council's Employees.

17. COMPASSIONATE LEAVE

17.1. Employees are entitled to two (2) days paid compassionate leave per each occasion that a member of the Employees immediate family or household member (as defined under Clause 14.3) contracts or develops a personal injury or illness that poses a serious threat to their life or dies. This leave is paid in accordance with Bereavement Leave as referenced in the Award and in addition to Trusted Personal Leave.

17.2. An Employee may access unpaid Compassionate Leave by agreement with their Supervisor.

18. PAID PARENTAL LEAVE

Leave under this clause forms part of the total 52 weeks able to be taken for parental leave under the Award.

- 18.1. Where an Employee (excluding those under casual employment terms and conditions), being the parent of the child, can demonstrate they are the parent to a newborn child under the age of one (1) year, they shall be granted Parental Leave on full pay for a period as detailed below:
 - 4 weeks paid following the completion of their probationary period but before 12 months of service from their employment commencement date; or
 - 12 weeks paid following 12 months or more of continuous service from their employment commencement date.
- 18.2. Full pay for the purposes of Parental Leave provisions will be paid based on the Employee's average hours worked for the two (2) years immediately preceding the parental leave period. Part time Employees will be entitled to the same provisions as full time Employees on a pro-rata basis according to their contracted hours.
- 18.3. Should both parents be Employees of Council, simultaneous access to Parental Leave will be made available, subject to operational requirements and Council's ability to deliver core services to the community.
- 18.4. Paid Parental Leave of up to twelve (12) weeks will be paid in normal fortnightly payments, at either full or half pay, from the commencement of the Parental Leave.

In this instance, entitlements will apply as follows:

 - After probation but before 12 months service: 4 weeks full pay or 8 weeks half pay
 - 12 months or more of continuous service: 12 weeks full pay or 24 weeks half pay
- 18.5. Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.
- 18.6. Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
- 18.7. Absence from work during paid parental leave shall count as service for the purposes of Trusted Personal Leave, Annual Leave and Long Service leave.
- 18.8. The Parties acknowledge that Employees can access Council's paid provision in addition to any Federal Paid Parental Leave entitlement (if eligible). The Employee must provide written advice as to whether they wish to receive the Council and Federal Government entitlements simultaneously (at the same time) or consecutively (one after the other). Employees on fixed term contracts will not be entitled to parental leave beyond the expiry of their contract unless the contract is renewed prior to the expiry.
- 18.9. This clause is to be read in conjunction with Clause 6.5 of the Award.
- 18.10. Access to the Paid Parental Leave provisions under this clause are available once in every two (2) year period per eligible Employee.

19. FAMILY AND DOMESTIC VIOLENCE LEAVE

Council recognises that Employees may face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, Council is committed to providing support to staff that experience family violence.

19.1. Family and domestic violence means violent, threatening or other abusive behaviour by an Employee's close relative that:

- Seeks to coerce or control the Employee
- Causes them harm or fear.

This may be contextualised in many forms including physical, sexual, emotional, psychological or economic abuse.

19.2. A close relative, for the purposes of Family and Domestic Violence Leave is an Employee's:

- Spouse or former spouse
- De Factor partner or former de factor partner
- Child
- Parent
- Grandparent
- Grandchild
- Sibling
- An Employee's current or former spouse or de factor partner's child, parent, grandparent, grandchild, or sibling, or
- A person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

19.3. Paid Family and Domestic Violence Leave

An Employee experiencing family and domestic violence will have access to 10 paid days per year of special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

This leave:

- Does not accumulate from year to year if it is not used;
- Is available in full when an Employee commences working at the Council; and
- Renews in full at the start of each 12-month period of employment.

19.4. Unpaid Family and Domestic Violence Leave

All Employees (including part-time and casual Employees) are entitled to 5 days unpaid family and domestic violence leave each year.

19.5. On a case-by-case basis, Council and the Employee may mutually agree for the Employee to access further unpaid leave.

19.6. Support to Employees Dealing with Family and Domestic Violence

Employees dealing with the impact of family and domestic violence can:

- Take unpaid family and domestic violence leave;
- Request flexible working arrangements;
- Take paid Trusted Personal Leave or a combination of Trusted Personal Leave in addition to the Family and Domestic Violence Leave entitlements, in certain circumstances;
- Request additional safety measures be put in place to ensure the Employee's safety in the workplace such as, but not limited to, changing a work phone number, changing work location, or screening incoming calls;

- Be provided with access to information on where they can get further help and support; and
- Expect that Council will take all necessary steps to ensure all disclosures and activities are kept confidential.

19.7. Accessing Family and Domestic Violence Leave

An Employee may be required to produce evidence that family or domestic violence has occurred, such as a medical certificate or a document issued by the police service and/or court.

19.8. Confidentiality and management of sensitive information

The Council and the Employee will work together to ensure all reasonable attempts are made to ensure personal information concerning matters of family or domestic violence are kept confidential. In instances where required by law, or out of necessity to protect the life, health or safety of the Employee or another person in the workplace, Council is not prevented from disclosing information. In this instance and where practicable, Council is committed to working with the Employee to discuss and agree on how this information will be handled and disclosed.

20. STUDY LEAVE

- 20.1. Study Leave may be granted at the discretion of Council to an Employee where the proposed course of study will directly benefit the Employee in the performance of their present position or in developing their career path.

An Employee has the option to:

- Take up to five hours paid study leave per week, provided that where practicable the Employee undertakes equal course time in his or her own time and the course directly relates to the Employee's present position;
- Take up to two 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.

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

- 20.2. 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.
- 20.3. 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.
- 20.4. This clause should be read in conjunction with any Council policy relating to training and professional development (if applicable).

21. PURCHASED LEAVE

- 21.1. Employees may apply to purchase up to four (4) weeks additional leave over a two (2) year period (pro rata for part time Employees) which may be reasonably refused on operational grounds.
- 21.2. If purchased leave is approved, it may be cancelled by either party on three months' notice or less in exceptional circumstances with the agreement of the CEO.

- 21.3. The Employee's annual salary shall be apportioned based upon the amount of leave purchased and distributed on a fortnightly basis. This allows Employees to continue to receive pay during periods for which purchased leave is approved. The value of accrued purchased leave must be the equivalent to value of the Employee's salary at the time of taking leave.
- 21.4. Applications for purchased leave, detailing time of leave, must be made to the Employee's Director and/or the CEO preceding the year that, if approved, purchased leave shall be taken.
- 21.5. Purchased leave can only be taken in week blocks and must be fully accrued (paid for) prior to it being taken. There shall be no discretion provided to this clause. If the necessary leave has not been accrued at the existing rate of pay then value of accrued purchased leave must be 'topped up' by the Employee or the available purchased leave days reduced to that which is accrued at the time when leave is taken.
- 21.6. Purchased leave must be used in the financial year following the Employee's application or it is lost. Any leave purchased in this circumstance shall be reimbursed to the Employee including any adjustments to taxation. There shall be no discretion provided to carry such leave forward.
- 21.7. Purchased leave will count to an Employee's continuity of service.
- 21.8. Where an Employee/Employer requests cancellation of purchased leave before the leave has been taken, and this is agreed, the appropriate salary adjustment will be paid as a lump sum.
- 21.9. Where an Employee ceases paid employment during the year in which the purchased leave has been approved, reconciliation will occur to ensure that all monies owing to the Employee are accounted for and an appropriate payment is made.

22. LONG SERVICE LEAVE

- 22.1. Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987 (SA)* and Council's *Long Service Leave Policy*.
- 22.2. Long Service Leave may be taken at a time mutually convenient between Council and the Employee concerned after seven (7) years' service, in blocks of at least two (2) weeks.
- 22.3. An Employee may take Long Service Leave after seven (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 CEO taking account of budgetary constraints and claims made); or
 - Take the leave as normal.

23. CASHING OUT OF ANNUAL LEAVE

- 23.1. An Employee may seek to cash out a particular amount of accrued annual leave in accordance with this Clause.
- 23.2. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this Clause.

- 23.3. A request must be made in writing to the CEO stating the amount of leave to be cashed out. Approval will be provided taking into account budgetary constraints and claims made.
- 23.4. An agreement made under this Clause will state:
- The amount of leave to be cashed out and the payment to be made to the Employee for it;
 - The date of which the payment is to be made; and
 - The amount of accrued annual leave remaining after the payment has been made.
- 23.5. The payment must not be less than the amount that would have been payable had the Employee taken the annual leave at the time the payment is made.
- 23.6. An agreement must not result in the Employee's remaining accrued annual leave entitlement to be less than 8 weeks.
- 23.7. The Employee is entitled to take the amount of annual leave cashed out at a later date as leave without pay.
- 23.8. Council will keep a copy of any agreement made under this Clause on the Employee's record.

24. EMPLOYEE WELLBEING AND RESILIENCE

Council takes a holistic approach to enhancing Employee wellbeing and recognises there are many and variable aspects of life that can impact the mental, physical and emotional wellbeing of its Employees.

Council recognises the importance of person-centred training and development in the reduction of stress and the achievement of overall improved Employee outcomes. Council is committed to facilitating access to services and programs that support Employee wellbeing and build resilience and individual capacity.

- 24.1. In order to support holistic and person-centred wellbeing and development and to reduce the presence and impact of Employee stressors, Council will provide Employees with access to an Employee Wellbeing and Resilience Program (EWRP). This program consists of a team of providers who offer a range of independent, professional and confidential services and training at no cost to the Employee.
- 24.2. Employees will have an opportunity to tailor their wellbeing experience by selecting the wellbeing and resilience services or training that meets their needs, to the value of \$300 per Employee per calendar year. Sessions will not accrue beyond the calendar year, are not indexed and will be paid in accordance with Council policy and process.
- 24.3. A list of Council service providers will be made available to staff. The list of service providers will be maintained, updated and communicated accordingly. Services, training and programs available under Council's EWRP may include, but will not be limited to, counselling services, life coaching, psychologist, personal branding, personal training, job readiness, diet and nutrition advice, sleep psychology, budget management support and other health and wellbeing services.
- 24.4. It is preferable that accessing the services within the Wellbeing and Resilience Program is done so outside of working hours. In instances where services are not available outside of business hours, Employees can access either Flexi time or Trusted Personal Leave.

- 24.5. Council and the Employee will work together to ensure all reasonable attempts are made to ensure personal information concerning Employees accessing EWRP services is administered and handled with sensitivity and kept confidential. In instances where required by law, or out of necessity to protect the life, health or safety of the Employee or another person in the workplace, Council is not prevented from disclosing information. In this instance and where practicable, Council is committed to working with the Employee to discuss and agree on how this information will be handled and disclosed.
- 24.6. On occasion, further visits under the EWRP may be negotiated with the relevant Director or CEO to meet special needs on an agreed basis.
- 24.7. For the avoidance of doubt, Council will continue to offer access to its prior Employee Assistance Program (EAP) under the banner of 'Counselling' as a component of its holistic EWRP.
- 24.8. Access to the Local Government Association's Corporate Health Program and Council's Influenza immunisation Program will continue to be promoted internally and made available to Employees of Council.
- 24.9. Further vaccinations (i.e Hepatitis A and B) will be provided to Employees working in specific roles based on identified risks and medical advice.

25. CORPORATE WARDROBE (Uniform Allowance)

Council is committed to providing and maintaining a consistent standard of dress that reflects a professional corporate image. To support the ongoing professional representation of Council and to encourage Employees to adopt the corporate wardrobe, Council will provide financial assistance towards the establishment and maintenance of a corporate wardrobe.

25.1. Eligibility Criteria – Full Allowance

The Uniform Allowance is applicable upon the successful completion of the probationary period to the following:

- Full time or part time Employees who are employed on an ongoing permanent basis.
- Full time or part time Employees who are employed on a fixed term basis for a minimum of 12 months.

25.2. Eligibility Criteria – Customer Facing

Where an Employee is engaged in a 'Customer Facing Position' that requires them to professionally represent Council to external customers as a part of the core and inherent requirements of their position, they will be provided with appropriate access to branded uniform prior to the completion of their probationary period. This also includes:

- Full or part time Employees who are employed on a fixed term basis of less than 12 months.
- Casual Employees.

25.3. Uniform requirements that are not defined within this clause, including exceptional circumstances, may be considered, and approved on a case-by-case scenario by the CEO.

25.4. Uniform Allowance

25.4.1. Establishment

The Establishment Allowance is available upon first issue only, for any eligible Employee who has not previously accessed the Uniform Allowance. In subsequent years, the annual Maintenance Allowance is applicable.

25.4.2. Maintenance

A Maintenance Allowance is available for eligible Employee on an annual basis.

25.4.3. Allowance Provisions:

- Establishment Allowance: \$831.00
- Maintenance Allowance: \$499.00

25.5. Allowances do not accumulate and will be renewed at the beginning of each financial year.

25.6. Allowances are for the purposes of Uniform only as supplied through Council's preferred suppliers and cannot be claimed from Council in any other way.

25.7. Allowances are adjusted annually each July by CPI (based on the previous December quarter index prices for Adelaide).

26. ALLOWANCES

26.1. First aid allowance

Where Council requires an Employee to hold and act upon a first aid certificate, an allowance shall be paid in accordance with the Award in respect of each such week that the employee is required to act upon such certificate.

26.1.1. The payment shall be paid to casual and regular part-time Employees on a pro-rata basis providing that such payment cannot exceed the amount outlined in the Award in any one working week.

26.1.2. Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.

26.1.3. Where an Employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by Council including the renewal of certificates.

26.2. Travel allowance

26.2.1. Where an Employee uses their motor car on or in connection with the business of Council, they shall be reimbursed in accordance with the Award and Council's Employee Travel and Accommodation Policy.

26.2.2. An Employee shall be entitled to have their motor driver's licence paid by Council (or the cost reimbursed) in circumstances where the requirement for the Employee to drive a motor vehicle is a normal and regular feature in the performance of their ordinary duties in accordance with the Award.

26.2.3. Should the Employee resign from the service of Council, or have their service terminated, prior to the expiration of the period of their licence, Council shall have the right to deduct from monies due to the Employee on termination, an amount pro-rata to the unexpired portion of the licence fee.

26.3. Adverse Working Conditions

- 26.3.1. In recognition that Employees are on occasions required to undertake tasks of an undesirable nature, Council will pay an allowance of \$10.00 per day for an Employee who is required on a particular day to handle a deceased animal in the course of their duties.
- 26.3.2. An Employee is only entitled to claim the allowance described in clause 26.3.1 once per day regardless of the number of adverse activities they undertake in a day.
- 26.3.3. An Employee claiming the allowance is to follow defined processes in recording and claiming the allowance.

27. GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 27.1. In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply.
 - 27.1.1. It is the aim of all Parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
 - 27.1.2. 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.
 - 27.1.3. 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.
 - 27.1.4. If the matter is not resolved at this stage, the Employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The Employee may involve the Union Industrial Officer or other representative at this stage.
 - 27.1.5. The above process should be completed within fourteen (14) days of the issue first being raised.
- 27.2. 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.
- 27.3. 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.
- 27.4. Enterprise Bargaining Agreement Dispute Resolution
 - 27.4.1. In the event of any problems arising from the implementation of matters contained in this Agreement, Staff Representatives of the Enterprise Bargaining Negotiating Committee shall discuss the matter with Management, with the view to adopting an appropriate course of action to resolve the matter.

- 27.4.2. Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the management of the Council, Workplace Representatives and the Union on behalf of Council Employees.
- 27.4.3. 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.

28. PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS

- 28.1. The parties agree that management of Employee performance and behavioural conduct will occur in the workplace based on the principles of procedural fairness.
- 28.2. Council's performance management process including formal disciplinary processes is outlined in the *Performance Management Process* as amended from time to time. The purpose of this Process is to ensure:
- Leaders have a framework in which to affect effective performance management and responsible disciplinary processes within the workplace.
 - All Employees know and understand the difference between performance management and behavioural conduct management and their interface with disciplinary processes.
 - All Employees have the opportunity to improve their performance and/or modify their behaviour so that they can maintain a satisfactory level of performance and/or meet acceptable standards of behaviour.
 - All Employees perform to expected standards and that they are aware of those standards and suitably trained to satisfy those standards.
 - Work practices and methods are designed and conducted in such a way to avoid risk of injury, harm and risk to health of employees.
- 28.3. Minor and Serious Misdemeanour
- 28.3.1. For the purposes of this Clause, a misdemeanour relates to both poor work performance and unacceptable behaviour.
- 28.3.2. A single misdemeanour can be categorised as either a minor or a serious misdemeanour.
- 28.3.3. An accumulation of minor misdemeanours may be categorised as a serious misdemeanour.
- 28.4. Minor Misdemeanour
- 28.4.1. A minor misdemeanour need not be dealt with based on formal disciplinary action but may be dealt with informally by a Supervisor or Manager. In instances where a misdemeanour has been addressed informally, it will be confirmed in writing to the Employee by the Manager,
- 28.4.2. Where an Employee repeats unacceptable behaviour and/or performance or engages in further misdemeanour/s the Supervisor or Manager will exercise discretion as to the appropriate course of action. Appropriate action may include counselling and/or guidance, or they may regard the situation as a serious misdemeanour where the formal disciplinary process is effected. Each situation will be considered on its merits.
- 28.5. Serious Misdemeanour
- A performance and/or behaviour matter may be immediately determined as serious in nature, in which case formal disciplinary action commences.

28.6. Formal Disciplinary Action

28.6.1. The Employer and Employee will adhere to the principles of procedural fairness when engaging in disciplinary action as it relates to addressing poor performance or behavioural misconduct. Specifically, Council will meet its obligations to:

- Adequately inform those involved of the main points of any allegation or grounds for negative comment against them, with due notice, including any reasons for the allegation and any negative or prejudicial information relating to the Employee that is likely to be used in the decision-making process.
- Provide an Employee who is under disciplinary investigation with reasonable opportunity, given the circumstances, to respond to an allegation of misconduct.
- Consider all relevant facts and circumstances for each individual case and maintain an open-minded approach in the decision-making process.

28.6.2. An Employee has the right to be accompanied by a support person or representative of their choice at formal disciplinary meetings and will be supplied adequate time to coordinate their support person or Representative's attendance at such meeting.

28.6.3. Employees involved in matters (other than those related to Equal Employment Opportunity, Harassment or Bullying grievances) may appeal the processes and outcomes by referring to Clause 27 of this agreement.

29. TERMINATION OF EMPLOYMENT

29.1. Resignation

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

29.2. Certification of Service

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

30. SALARY INCREASES

30.1. Effective from the first full pay period occurring on or after 27 October 2022 a salary increase of 3.5%.

30.2. Effective from the first full pay period occurring on or after 27 October 2023 a salary increase of 2.5%.

30.3. Effective from the first full pay period occurring on or after 27 October 2024 a salary increase of 2.5%.

30.4. The minimum annual rate of salary to be paid to Employees as provided for above are set out in Appendix A which includes the absorption of leave loading.

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

31. SUPERANNUATION

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

- 31.1. Choice of fund will apply to all Employees who will be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For any Employee that does not provide a choice form within an appropriate period, as determined by the Employer, all contributions will be paid into their stapled super account. If a stapled fund is unable to be identified contributions will be made to Hostplus Super as the default fund.
- 31.2. The opportunity to switch funds shall be provided on an annual basis.
- 31.3. Council will not bear any third party or Employee costs or penalties associated with transferring superannuation providers.
- 31.4. The amount of the Employer superannuation contribution will be:

31.4.1. For each Employee who is making "Salarylink Contributions" to Hostplus:

- 3% of the Employee's salary; and
- Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed of Hostplus as advised by the Trustee from time to time to finance the Salarylink benefit for the Employee; and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contributions" has the meaning given to that term under the Trust Deed of Hostplus.

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

31.4.2. For each other Employee:

- Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

32. SALARY SACRIFICE

- 32.1. Salary sacrificing superannuation shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 32.2. The application shall be in writing and detail the amount of salary to be sacrificed to superannuation.

- 32.3. The Employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. The Parties agree that the net salary paid to an Employee will be reduced by any amount salary sacrificed to superannuation.
- 32.4. Employees may salary sacrifice through the financial services of an independent Salary Sacrifice Agency, provided that where any such salary sacrifice causes a cost to Council in terms of Fringe Benefits Tax (FBT), the Council shall be able to recover the cost of FBT from the Employee.
- 32.5. The Employee's substantive gross salary for all purposes, including but not limited to, superannuation, annual leave, annual leave loading and long service leave, shall be the pre-sacrificed salary.

33. INCOME PROTECTION INSURANCE

- 33.1. Employees covered by this Agreement shall receive income protection through the Local Government Risk Services - Local Government Income Protection Fund (LGIPF). The terms and conditions of the protection shall be determined by the LGIPF, however, the contribution shall be paid by the Employer.
- 33.2. During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the Employee shall not accrue Annual Leave or Sick Leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

34. JOURNEY INSURANCE

- 34.1. Employees covered by this Agreement shall receive 24-hour journey insurance (refer to the Product Disclosure Statement for terms and conditions of the policy).

35. NEGOTIATION OF FURTHER AGREEMENT


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

36. NO FURTHER CLAIMS


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


37. SIGNATORIES TO THE AGREEMENT


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


| | |
|---|---|
| Signature  | (Witness) Mandy Holloway |
| Full Name: Martin McCarthy |  |
| Date: Oct 12, 2022 | Date: Oct 12, 2022 |

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


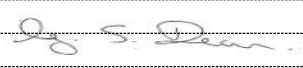
| |
|---|
| Signature  |
| Full Name: Alex Prior |
| Date: Oct 18, 2022 |

| |
|---|
| Signature  |
| Full Name: Melissa Whitrow |
| Date: Oct 18, 2022 |

| |
|---|
| Signature  |
| Full Name: Wayne Hampel |
| Date: Oct 18, 2022 |

| |
|---|
| Signature  |
| Full Name: Natalie Allen |
| Date: Oct 18, 2022 |

Signed for and on behalf of the Australian Services Union by Abbie Spencer
Position Title: Secretary

| | |
|---|---|
| Signature  | (Witness) |
| Full Name: Abbie Spencer |  |
| Date: 21/10/22 | Gail Dean |
| | Date: 21/10/22 |

THE BAROSSA COUNCIL ENTERPRISE AGREEMENT

2022

APPENDIX A – PAY RATES

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2022

| CLASS CODE | LEVEL | | EA 27.10.2021 | Annual Gross | Fortnightly Gross |
|------------|---------|----------------------|---------------|--------------|-------------------|
| GOS 011 | Level 1 | 1 st Year | 54,297.35 | 56,197.76 | 2,161.4523 |
| GOS 012 | | 2 nd Year | 55,550.73 | 57,495.01 | 2,211.3464 |
| GOS 013 | | 3 rd Year | 57,302.53 | 59,308.12 | 2,281.0815 |
| GOS 014 | | 4 th Year | 59,181.38 | 61,252.73 | 2,355.8741 |
| GOS 015 | | 5 th Year | 61,060.23 | 63,197.34 | 2,430.6667 |
| GOS 016 | Level 2 | 6 th Year | 62,936.63 | 65,139.41 | 2,505.3621 |
| GOS 021 | | 1 st Year | 64,839.91 | 67,109.31 | 2,581.1273 |
| GOS 022 | | 2 nd Year | 66,718.76 | 69,053.92 | 2,655.9199 |
| GOS 023 | | 3 rd Year | 68,597.61 | 70,998.52 | 2,730.7125 |
| GOS 024 | | 4 th Year | 70,476.46 | 72,943.13 | 2,805.5051 |
| GOS 031 | Level 3 | 1 st Year | 72,352.86 | 74,885.21 | 2,880.2004 |
| GOS 032 | | 2 nd Year | 74,231.71 | 76,829.82 | 2,954.9930 |
| GOS 033 | | 3 rd Year | 76,110.56 | 78,774.43 | 3,029.7857 |
| GOS 034 | | 4 th Year | 77,989.41 | 80,719.03 | 3,104.5783 |
| GOS 041 | Level 4 | 1 st Year | 79,865.81 | 82,661.11 | 3,179.2736 |
| GOS 042 | | 2 nd Year | 81,744.66 | 84,605.72 | 3,254.0662 |
| GOS 043 | | 3 rd Year | 83,623.51 | 86,550.33 | 3,328.8588 |
| GOS 044 | | 4 th Year | 85,502.35 | 88,494.94 | 3,403.6514 |
| GOS 051 | Level 5 | 1 st Year | 87,378.76 | 90,437.02 | 3,478.3468 |
| GOS 052 | | 2 nd Year | 89,257.61 | 92,381.62 | 3,553.1394 |
| GOS 053 | | 3 rd Year | 91,136.46 | 94,326.23 | 3,627.9320 |
| GOS 061 | Level 6 | 1 st Year | 94,266.24 | 97,565.56 | 3,752.5215 |
| GOS 062 | | 2 nd Year | 97,396.02 | 100,804.89 | 3,877.1110 |
| GOS 063 | | 3 rd Year | 100,486.65 | 104,003.68 | 4,000.1415 |
| GOS 071 | Level 7 | 1 st Year | 103,574.86 | 107,199.98 | 4,123.0762 |
| GOS 072 | | 2 nd Year | 106,663.07 | 110,396.28 | 4,246.0108 |
| GOS 073 | | 3 rd Year | 109,751.29 | 113,592.58 | 4,368.9454 |
| GOS 081 | Level 8 | 1 st Year | 113,459.07 | 117,430.14 | 4,516.5437 |
| GOS 082 | | 2 nd Year | 117,164.44 | 121,265.20 | 4,664.0460 |
| GOS 083 | | 3 rd Year | 120,872.23 | 125,102.75 | 4,811.6443 |
| GOS 183 | Level 1 | | 122,848.84 | 127,148.55 | 4,890.3290 |

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2023

| CLASS CODE | LEVEL | | EA 27.10.2022 | Annual Gross | Fortnightly Gross |
|------------|---------|----------------------|---------------|--------------|-------------------|
| GOS 011 | Level 1 | 1 st Year | 56,197.76 | 57,602.70 | 2,215.4886 |
| GOS 012 | | 2 nd Year | 57,495.01 | 58,932.38 | 2,266.6301 |
| GOS 013 | | 3 rd Year | 59,308.12 | 60,790.82 | 2,338.1086 |
| GOS 014 | | 4 th Year | 61,252.73 | 62,784.05 | 2,414.7710 |
| GOS 015 | | 5 th Year | 63,197.34 | 64,777.27 | 2,491.4334 |
| GOS 016 | | 6 th Year | 65,139.41 | 66,767.90 | 2,567.9961 |
| GOS 021 | Level 2 | 1 st Year | 67,109.31 | 68,787.04 | 2,645.6555 |
| GOS 022 | | 2 nd Year | 69,053.92 | 70,780.27 | 2,722.3179 |
| GOS 023 | | 3 rd Year | 70,998.52 | 72,773.49 | 2,798.9803 |
| GOS 024 | | 4 th Year | 72,943.13 | 74,766.71 | 2,875.6427 |
| GOS 031 | Level 3 | 1 st Year | 74,885.21 | 76,757.34 | 2,952.2055 |
| GOS 032 | | 2 nd Year | 76,829.82 | 78,750.56 | 3,028.8679 |
| GOS 033 | | 3 rd Year | 78,774.43 | 80,743.79 | 3,105.5303 |
| GOS 034 | | 4 th Year | 80,719.03 | 82,737.01 | 3,182.1927 |
| GOS 041 | Level 4 | 1 st Year | 82,661.11 | 84,727.64 | 3,258.7554 |
| GOS 042 | | 2 nd Year | 84,605.72 | 86,720.86 | 3,335.4179 |
| GOS 043 | | 3 rd Year | 86,550.33 | 88,714.09 | 3,412.0803 |
| GOS 044 | | 4 th Year | 88,494.94 | 90,707.31 | 3,488.7427 |
| GOS 051 | Level 5 | 1 st Year | 90,437.02 | 92,697.94 | 3,565.3054 |
| GOS 052 | | 2 nd Year | 92,381.62 | 94,691.16 | 3,641.9678 |
| GOS 053 | | 3 rd Year | 94,326.23 | 96,684.39 | 3,718.6303 |
| GOS 061 | Level 6 | 1 st Year | 97,565.56 | 100,004.70 | 3,846.3345 |
| GOS 062 | | 2 nd Year | 100,804.89 | 103,325.01 | 3,974.0387 |
| GOS 063 | | 3 rd Year | 104,003.68 | 106,603.77 | 4,100.1451 |
| GOS 071 | Level 7 | 1 st Year | 107,199.98 | 109,879.98 | 4,226.1531 |
| GOS 072 | | 2 nd Year | 110,396.28 | 113,156.19 | 4,352.1610 |
| GOS 073 | | 3 rd Year | 113,592.58 | 116,432.39 | 4,478.1690 |
| GOS 081 | Level 8 | 1 st Year | 117,430.14 | 120,365.89 | 4,629.4573 |
| GOS 082 | | 2 nd Year | 121,265.20 | 124,296.83 | 4,780.6472 |
| GOS 083 | | 3 rd Year | 125,102.75 | 128,230.32 | 4,931.9355 |
| GOS 183 | Level 1 | 1 st Year | 127,148.55 | 130,327.27 | 5,012.5872 |

The Barossa Council

GENERAL OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2024

| CLASS CODE | LEVEL | | EA 27.10.2023 | Annual Gross | Fortnightly Gross |
|------------|---------|----------------------|---------------|--------------|-------------------|
| GOS 011 | Level 1 | 1 st Year | 57,602.70 | 59,042.77 | 2,270.8758 |
| GOS 012 | | 2 nd Year | 58,932.38 | 60,405.69 | 2,323.2958 |
| GOS 013 | | 3 rd Year | 60,790.82 | 62,310.59 | 2,396.5613 |
| GOS 014 | | 4 th Year | 62,784.05 | 64,353.65 | 2,475.1403 |
| GOS 015 | | 5 th Year | 64,777.27 | 66,396.70 | 2,553.7192 |
| GOS 016 | | 6 th Year | 66,767.90 | 68,437.10 | 2,632.1960 |
| GOS 021 | Level 2 | 1 st Year | 68,787.04 | 70,506.72 | 2,711.7969 |
| GOS 022 | | 2 nd Year | 70,780.27 | 72,549.77 | 2,790.3758 |
| GOS 023 | | 3 rd Year | 72,773.49 | 74,592.83 | 2,868.9548 |
| GOS 024 | | 4 th Year | 74,766.71 | 76,635.88 | 2,947.5338 |
| GOS 031 | Level 3 | 1 st Year | 76,757.34 | 78,676.28 | 3,026.0106 |
| GOS 032 | | 2 nd Year | 78,750.56 | 80,719.33 | 3,104.5896 |
| GOS 033 | | 3 rd Year | 80,743.79 | 82,762.38 | 3,183.1685 |
| GOS 034 | | 4 th Year | 82,737.01 | 84,805.44 | 3,261.7475 |
| GOS 041 | Level 4 | 1 st Year | 84,727.64 | 86,845.83 | 3,340.2243 |
| GOS 042 | | 2 nd Year | 86,720.86 | 88,888.89 | 3,418.8033 |
| GOS 043 | | 3 rd Year | 88,714.09 | 90,931.94 | 3,497.3823 |
| GOS 044 | | 4 th Year | 90,707.31 | 92,974.99 | 3,575.9613 |
| GOS 051 | Level 5 | 1 st Year | 92,697.94 | 95,015.39 | 3,654.4381 |
| GOS 052 | | 2 nd Year | 94,691.16 | 97,058.44 | 3,733.0170 |
| GOS 053 | | 3 rd Year | 96,684.39 | 99,101.50 | 3,811.5960 |
| GOS 061 | Level 6 | 1 st Year | 100,004.70 | 102,504.81 | 3,942.4929 |
| GOS 062 | | 2 nd Year | 103,325.01 | 105,908.13 | 4,073.3897 |
| GOS 063 | | 3 rd Year | 106,603.77 | 109,268.87 | 4,202.6487 |
| GOS 071 | Level 7 | 1 st Year | 109,879.98 | 112,626.98 | 4,331.8069 |
| GOS 072 | | 2 nd Year | 113,156.19 | 115,985.09 | 4,460.9651 |
| GOS 073 | | 3 rd Year | 116,432.39 | 119,343.20 | 4,590.1232 |
| GOS 081 | Level 8 | 1 st Year | 120,365.89 | 123,375.04 | 4,745.1937 |
| GOS 082 | | 2 nd Year | 124,296.83 | 127,404.25 | 4,900.1634 |
| GOS 083 | | 3 rd Year | 128,230.32 | 131,436.08 | 5,055.2338 |
| GOS 183 | Level 1 | 1 st Year | 130,327.27 | 133,585.45 | 5,137.9019 |

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2022

| CLASS CODE | LEVEL | | EA 27.10.2021 | Annual Gross | Fortnightly Gross |
|------------|----------|----------------------|---------------|--------------|-------------------|
| SOS 011 | Level 1 | 1 st Year | 94,307.81 | 97,608.59 | 3,754.1764 |
| SOS 012 | | 2 nd Year | 97,396.03 | 100,804.89 | 3,877.1110 |
| SOS 013 | | 3 rd Year | 100,486.65 | 104,003.68 | 4,000.1416 |
| SOS 021 | Level 2 | 1 st Year | 103,574.86 | 107,199.98 | 4,123.0762 |
| SOS 022 | | 2 nd Year | 106,663.07 | 110,396.28 | 4,246.0108 |
| SOS 023 | | 3 rd Year | 109,751.29 | 113,592.58 | 4,368.9454 |
| SOS 031 | Level 3 | 1 st Year | 113,459.07 | 117,430.14 | 4,516.5438 |
| SOS 032 | | 2 nd Year | 117,164.44 | 121,265.20 | 4,664.0461 |
| SOS 033 | | 3 rd Year | 120,872.23 | 125,102.75 | 4,811.6444 |
| SOS 041 | Level 4 | 1 st Year | 124,683.67 | 129,047.60 | 4,963.3693 |
| SOS 042 | | 2 nd Year | 129,505.24 | 134,037.92 | 5,155.3047 |
| SOS 051 | Level 5 | 1 st Year | 135,532.20 | 140,275.82 | 5,395.2239 |
| SOS 052 | | 2 nd Year | 140,353.76 | 145,266.14 | 5,587.1593 |
| SOS 061 | Level 6 | 1 st Year | 146,380.72 | 151,504.04 | 5,827.0785 |
| SOS 062 | | 2 nd Year | 151,202.28 | 156,494.36 | 6,019.0139 |
| SOS 071 | Level 7 | 1 st Year | 157,229.24 | 162,732.26 | 6,258.9331 |
| SOS 072 | | 2 nd Year | 164,461.59 | 170,217.74 | 6,546.8362 |
| SOS 081 | Level 8 | 1 st Year | 174,104.72 | 180,198.38 | 6,930.7070 |
| SOS 082 | | 2 nd Year | 183,747.85 | 190,179.02 | 7,314.5777 |
| SOS 091 | Level 9 | 1 st Year | 198,212.54 | 205,149.98 | 7,890.3839 |
| SOS 101 | Level 10 | 1 st Year | 222,320.37 | 230,101.58 | 8,850.0608 |

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2023

| CLASS CODE | LEVEL | | EA 27.10.2022 | Annual Gross | Fortnightly Gross |
|------------|----------|----------------------|---------------|--------------|-------------------|
| SOS 011 | Level 1 | 1 st Year | 97,608.59 | 100,048.80 | 3,848.0308 |
| SOS 012 | | 2 nd Year | 100,804.89 | 103,325.01 | 3,974.0388 |
| SOS 013 | | 3 rd Year | 104,003.68 | 106,603.77 | 4,100.1451 |
| SOS 021 | Level 2 | 1 st Year | 107,199.98 | 109,879.98 | 4,226.1531 |
| SOS 022 | | 2 nd Year | 110,396.28 | 113,156.19 | 4,352.1611 |
| SOS 023 | | 3 rd Year | 113,592.58 | 116,432.40 | 4,478.1691 |
| SOS 031 | Level 3 | 1 st Year | 117,430.14 | 120,365.89 | 4,629.4573 |
| SOS 032 | | 2 nd Year | 121,265.20 | 124,296.83 | 4,780.6472 |
| SOS 033 | | 3 rd Year | 125,102.75 | 128,230.32 | 4,931.9355 |
| SOS 041 | Level 4 | 1 st Year | 129,047.60 | 132,273.79 | 5,087.4536 |
| SOS 042 | | 2 nd Year | 134,037.92 | 137,388.87 | 5,284.1873 |
| SOS 051 | Level 5 | 1 st Year | 140,275.82 | 143,782.72 | 5,530.1045 |
| SOS 052 | | 2 nd Year | 145,266.14 | 148,897.80 | 5,726.8383 |
| SOS 061 | Level 6 | 1 st Year | 151,504.04 | 155,291.64 | 5,972.7555 |
| SOS 062 | | 2 nd Year | 156,494.36 | 160,406.72 | 6,169.4893 |
| SOS 071 | Level 7 | 1 st Year | 162,732.26 | 166,800.57 | 6,415.4065 |
| SOS 072 | | 2 nd Year | 170,217.74 | 174,473.19 | 6,710.5071 |
| SOS 081 | Level 8 | 1 st Year | 180,198.38 | 184,703.34 | 7,103.9747 |
| SOS 082 | | 2 nd Year | 190,179.02 | 194,933.50 | 7,497.4422 |
| SOS 091 | Level 9 | 1 st Year | 205,149.98 | 210,278.73 | 8,087.6435 |
| SOS 101 | Level 10 | 1 st Year | 230,101.58 | 235,854.12 | 9,071.3123 |

The Barossa Council

SENIOR OFFICERS SCHEDULE

Enterprise Agreement rates effective from the first pay period commencing on or after 27 October 2024

| CLASS CODE | LEVEL | | EA 27.10.2023 | Annual Gross | Fortnightly Gross |
|------------|----------|----------------------|---------------|--------------|-------------------|
| SOS 011 | Level 1 | 1 st Year | 100,048.80 | 102,550.02 | 3,944.2316 |
| SOS 012 | | 2 nd Year | 103,325.01 | 105,908.13 | 4,073.3898 |
| SOS 013 | | 3 rd Year | 106,603.77 | 109,268.87 | 4,202.6488 |
| SOS 021 | Level 2 | 1 st Year | 109,879.98 | 112,626.98 | 4,331.8070 |
| SOS 022 | | 2 nd Year | 113,156.19 | 115,985.09 | 4,460.9651 |
| SOS 023 | | 3 rd Year | 116,432.40 | 119,343.21 | 4,590.1233 |
| SOS 031 | Level 3 | 1 st Year | 120,365.89 | 123,375.04 | 4,745.1938 |
| SOS 032 | | 2 nd Year | 124,296.83 | 127,404.25 | 4,900.1634 |
| SOS 033 | | 3 rd Year | 128,230.32 | 131,436.08 | 5,055.2339 |
| SOS 041 | Level 4 | 1 st Year | 132,273.79 | 135,580.64 | 5,214.6399 |
| SOS 042 | | 2 nd Year | 137,388.87 | 140,823.59 | 5,416.2920 |
| SOS 051 | Level 5 | 1 st Year | 143,782.72 | 147,377.29 | 5,668.3571 |
| SOS 052 | | 2 nd Year | 148,897.80 | 152,620.24 | 5,870.0093 |
| SOS 061 | Level 6 | 1 st Year | 155,291.64 | 159,173.93 | 6,122.0744 |
| SOS 062 | | 2 nd Year | 160,406.72 | 164,416.89 | 6,323.7265 |
| SOS 071 | Level 7 | 1 st Year | 166,800.57 | 170,970.58 | 6,575.7916 |
| SOS 072 | | 2 nd Year | 174,473.19 | 178,835.01 | 6,878.2698 |
| SOS 081 | Level 8 | 1 st Year | 184,703.34 | 189,320.92 | 7,281.5740 |
| SOS 082 | | 2 nd Year | 194,933.50 | 199,806.83 | 7,684.8782 |
| SOS 091 | Level 9 | 1 st Year | 210,278.73 | 215,535.70 | 8,289.8346 |
| SOS 101 | Level 10 | 1 st Year | 235,854.12 | 241,750.47 | 9,298.0951 |

Notes:

Includes Leave Loading.

Is the gross salary payment.

Does not include superannuation, this is on top of the salary payment.

Pay increases are paid on the date outlined in clause 30.