

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT  
TRIBUNAL**

## Case Details

<b>Agreement title</b>	THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT (ASU) No.12, 2022
<b>Employer</b>	Berri Bamera Council
<b>Case number</b>	ET-23-00522

## Orders - Approval of Enterprise Agreement THE BERRI BARMERA COUNCIL ENTERPRISE AGREEMENT (ASU) No.12, 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 22 February 2023 and have a nominal life extending until 30 June 2025.

A handwritten signature in blue ink, appearing to read 'A. Cairney', is written over a light blue circular stamp.

**Commissioner Cairney**

**21 Feb 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**THE BERRI BARMERA COUNCIL**  
**ENTERPRISE AGREEMENT (ASU) No.12, 2022**

**CLAUSE 1      TITLE**

This Agreement shall be known as The Berri Barmera Council Enterprise Agreement (ASU) No. 12, 2022.

**CLAUSE 2      ARRANGEMENT**

**Clause   Title**

- |    |  |
|----|--|
| 1  | Title  |
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| 27 | Representative Arrangements                  |
| 28 | Negotiation of further Agreement             |
| 29 | Signatories to the Agreement                 |

Schedule 1 - Pay Rates

### **CLAUSE 3 - DEFINITIONS**

**Agreement** means The Berri Barmera Council Enterprise Agreement (ASU) No.12, 2022.

**Award** means the South Australian Municipal Salaried Officers Award.

**Consultation** is a process that will have regard to employees' interests in the formation of plans, policies and procedures, which have a direct impact, on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made with any significant issues involving change being referred to the Enterprise Bargaining Committee in its consultation role during the life of the Agreement.. Consultation allows for decisions to be made giving due regard to matters raised by employees.

**Council or Employer** means The Berri Barmera Council.

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

**Immediate family or household member includes:**

- a spouse or de facto spouse (including a former spouse or a de facto spouse) of the employee. A de facto spouse, in relation to a person, means a recognised partner to the employee who lives with the employee as the husband or wife on a bona fide domestic basis although not legally married to that person; and
- a child or an adult (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or de facto spouse of the employee.

**Salary** is the employee's base Award salary plus any increases from previous Enterprise Bargaining Agreements. For the purpose of Clause 18, '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 employee concerned.

**SAET** means the South Australian Employment Tribunal.

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

**Workplace Representative** means an ASU member or members elected by the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members at the workplace.

### **CLAUSE 4 - PARTIES BOUND**

4.1 Parties to this Agreement are:

- 4.1.1 the Council;
- 4.1.2 the Union; and
- 4.1.3 all employees who perform work covered by this Agreement

### **CLAUSE 5 - PERIOD OF OPERATION**

This Agreement shall commence operation on 1 July 2022 and continue until 30 June 2025.

#### **CLAUSE 6 - RELATIONSHIP TO CURRENT AWARD**

- 6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award (included as amended from time to time) provided that where any inconsistency exists between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.

#### **CLAUSE 7- INTENT AND OBJECTIVES**

- 7.1 This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to the Council, the employees and the local community.
- 7.2 Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for enhanced service delivery, more flexible working arrangements, improve the efficiency and productivity of the Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

#### **CLAUSE 8 -CONSULTATIVE MECHANISM**

- 8.1 The parties agree that the consultative structure for negotiating, reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from the operation of the Agreement is the Enterprise Bargaining Committee.
- 8.2 The Enterprise Bargaining Committee for this Agreement shall consist of up to:
- 8.2.1 three (3) Employer representatives of the Council;
  - 8.2.2 three (3) Employee representatives employed by the Council consisting of at least two (2) Workplace Representatives.
- 8.3 The role of the Enterprise Bargaining Committee shall be to:
- 8.3.1 formulate an Enterprise Agreement acceptable to all parties;
  - 8.3.2 reach decisions through consensus which shall operate as recommendations to the parties they represent;
  - 8.3.3 consider reports and ideas generated by employee and employer representatives on a range of issues associated with Enterprise Bargaining;
  - 8.3.4 distribute minutes of its meetings together with regular Bulletins. Members of the Enterprise Bargaining Committee will make themselves available to employees for the purpose of receiving and providing information;
  - 8.3.5 review and monitor the operation and implementation of the Agreement on a quarterly basis;
  - 8.3.6 consider and implement agreed suggestions for continuous improvement, and to document these and record them to be taken into account for the next round of enterprise bargaining negotiations; and
  - 8.3.7 assist to resolve any disputes arising out of the operation of the Agreement.

#### **CLAUSE 9 -INTRODUCTION OF CHANGE**

- 9.1 The parties recognise that the appropriate management of change is essential, and prior to any change being implemented, the Council commits to consulting with employees and obtaining feedback on business improvement activities.
- 9.2 For the purpose of this Agreement, 'change' includes, but is not limited to:
- change to work practices;
  - introduction of new technology and/or equipment;

- change in workforce size and/or structure;
  - resource sharing;
  - amalgamation with other organisations;
  - consideration of alternative service delivery; and/or
  - introduction of a performance development system.
- 9.3 The Council is committed to open and honest consultation with employees and their Union/s, and any proposed change/s will be subject to consultation with employees and their Union prior to a decision being made. The principal forum for consultation shall be the Enterprise Bargaining Committee.
- 9.4 Consultation will include both verbal and written communication. The Council shall provide in writing to the employees and their Union all relevant information concerning the proposed change, including the expected effects on employees. The employees and the Unions input through consultation will be genuinely considered before finalising plans and implementation.
- 9.5 Work redesign shall be undertaken against a background of clearly stated and agreed objectives.
- 9.6 Relevant training in work change techniques shall be afforded to all employees that maybe impacted.
- 9.7 A Job Description agreed by the employee and the employer shall be finalized prior to implementing any change to an employee's role.

#### **CLAUSE 10 - COMMUNICATION**

- 10.1 The parties:
- 10.1.1 recognise the need to build relationships based on care, trust, mutual respect and empathy;
  - 10.1.2 agree with the need to work in partnership and cooperation with each other; and
  - 10.1.3 recognise that participatory decisions making processes are an essential ingredient of workplace change.
- 10.2 Council will undertake as required, in consultation with employees, a review of management, operational and external communications to ensure honest and open disclosure, accessibility and participation of all levels of the organisation and prompt dissemination of all information.
- 10.3 Communication strategies will be reviewed by the Council and employees at least annually.

#### **CLAUSE 11 – LEAVE PROVISIONS**

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

##### **Family Violence Leave**

- 11.2 The Council recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Council is committed to providing support to staff that experience family violence.
- 11.3 The definition of Family Violence at Clause 6.10.2 of the Award applies to this Clause.
- 11.4 In addition to the unpaid leave entitlements on account of Family Violence Leave under Clause 6.10 of the Award, an employee experiencing family violence will have access to five (5) days per year of paid leave, to be deducted from the employee's sick leave entitlements, for medical appointments, legal proceedings and other activities related to family violence.
- 11.5 This leave may be taken as consecutive or single days.

- 11.6 An employee must give their Manager/Supervisor notice of the taking of the leave as soon as reasonably practicable, and must advise the employer of the expected period of the leave.
- 11.7 The entitlement under this clause is not cumulative from year to year.
- 11.8 Evidence and Confidentiality requirements and obligations for the taking of Family Violence Leave under this Clause are as set out at Clause 6.10 of the Award.

#### **Cultural and Ceremonial Leave**

- 11.9 The Council recognises the importance of enabling employees to celebrate culturally important religious days and events, as well as to attend at ceremonial events that may be specific to individual employees.
- 11.10 Many religious and cultural holidays observed in Australia are not recognised public holidays.
- 11.11 The Employer also recognises the importance of enabling Aboriginal and Torres Strait Islander employees to attend and participate in cultural and ceremonial activities. Such activities are essential to the continuation and promotion of Aboriginal and Torres Strait Islander cultures.
- 11.12 In support of this, employees will be entitled to use any annual leave or long service entitlement as cultural or ceremonial leave, at a time that is mutually agreeable between the employee and their Manager/Supervisor.
- 11.13 Employees will also be entitled to unpaid Cultural and Ceremonial Leave up to a maximum of five (5) additional days per calendar year.
- 11.14 Authorisation for such leave, whether paid from existing leave entitlements, or unpaid under this Clause, will not be unreasonably withheld by the Employer.
- 11.15 In determining whether to authorise the taking of Cultural and Ceremonial Leave, the Manager/Supervisor will take into account the operational requirements of the Council, however authorisation will not be unreasonably withheld.

#### **CLAUSE 12 - FAMILY RESPONSIBILITY**

- 12.1 The Council recognises that employees have family responsibilities, which are considered in relation to their employment.
- 12.2 The Council will, wherever practicable, provide flexible working arrangements which support employees in relation to their family responsibilities and responsibilities in relation to dependents.

#### **CLAUSE 13 - ORDINARY HOURS OF WORK**

- 13.1 The total ordinary hours worked within any period of four (4) consecutive weeks shall not exceed 152.
- 13.2 The ordinary hours of work are to be worked between the span 7:30 am - 6.30 pm, Monday to Friday inclusive.
- 13.3 Normal working hours shall be between the hours of 8.30 a.m. and 5.00 p.m. with an unpaid meal break of 30 minutes per day to be taken between 12 noon and 2.00 p.m.
- 13.4 The ordinary hours of Library Officers engaged in libraries are excluded from the operation of this clause, and fall under clause 5.3 of the Award.
- 13.5 Subject to the operation of clause 13.1, normal working hours for staff of the Visitor information Centre are as follows:

- 13.5.1 The normal hours shall be between:  
Monday to Friday 8.45 am and 5.15pm;  
Saturday 9.00am - 2.00pm; and,  
Sunday and Public Holidays 10.00am -2.00pm
- 13.5.2 An unpaid meal break of 45 minutes is to be taken between 12 noon and 2pm.
- 13.5.3 Saturday, Sunday and public holidays a loading shall apply in accordance with the Award.
- 13.5.4 Visitor Information Centre staff who are required to work in excess of 38 hours in any one (1) week shall be granted time off in lieu in accordance with clause 14 of this Agreement.
- 13.5.5 The Berri Visitor Information Centre operates every day with the exclusion of Christmas Day and Good Friday.
- 13.6 It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours. Subject to clause 13.1, normal working hours may be altered on the following basis without attracting penalty rates:
- 13.6.1 where mutually agreed, an employee may change his or her normal start and finish time, provided that time worked is between 7.30 a.m. and 7.30 p.m. Monday to Friday, excluding public holidays; and
- 13.6.2 where there is no mutual agreement the dispute resolution clause will be invoked.

#### **CLAUSE 14-FLEXIBLE HOURS OF WORK**

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

##### **Rostered Days Off (RDO)**

- 14.2 In accordance with clause 5.1.4 of the Award, the parties have agreed that employees shall work a nineteen (19) day, four (4) week period. An RDO is accrued by full-time employees for each continuous four (4) week period of work.
- 14.3 The accumulation of RDO shall be tracked on each eligible employee's time sheet and shall be limited, at any one time, to no more than five (5) days.
- 14.4 RDO shall be taken at a time mutually agreed between the employer and employee. Where agreement cannot be reached and the employee would otherwise exceed the maximum accrual prescribed in subclause 14.3, the employer may direct the employee to take RDO to the extent necessary to bring the total accrued RDO within the limit defined in subclause 14.3.

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

- 14.5 Subject to subclause 14.6 and 14.7, where an employee is required to work hours in excess of 152 over a continuous four (4) week period, or directed to work outside the span of ordinary hours as prescribed in clause 13.2, or as agreed in accordance with clause 13.6, overtime shall be payable at the rate of 150% for the first three (3) such hours and 200% for all additional hours.



- 14.6 Any accrual of overtime must be approved by the appropriate Supervisor / Manager prior to the additional hours being worked.
- 14.7 By agreement between an employee and his or her supervisor TOIL hours may be accrued on a time-for-time basis for hours worked in excess of 152 over a continuous four (4) week period, or for hours worked outside the span of ordinary hours, or as otherwise agreed.
- 14.8 Any accrual of TOIL must be approved by the appropriate Supervisor / Manager prior to the additional hours being worked.
- 14.9 TOIL may be taken by the employee at a time mutually agreed between the employee and the Supervisor / Manager.
- 14.10 An employee can accumulate no more than thirty-eight (38) hours TOIL and where agreement cannot be reached in accordance with subclause 14.8 the relevant manager can direct an employee to take as leave those hours accrued beyond 38 hours so long as it is taken in multiples of single day periods and not less than one (1) week notice has been given.
- 14.11 All accrued TOIL must be taken prior to the 1st July of any given year, unless prior approval has been granted. Any accumulated TOIL remaining on 1 July of any given year will be paid out on a time-for-time basis.
- 14.12 Documentation in relation to the taking of TOIL shall continue as per this Agreement and Council's policies and procedures, as amended from time to time.
- 14.13 The parties agree that time spent travelling for Council approved business, such as training, retraining, work-related conferences/seminars or representative meetings outside normal hours of work, compensating time in TOIL hours will be accrued on a time-for-time basis and must be approved by the appropriate Supervisor / Manager prior.

#### **CLAUSE 15 - EMPLOYEES WHO SUPERVISE INFRASTRUCTURE STAFF**

- 15.1 The provisions of clause 13 and clause 14 of this Agreement shall not apply to employees who supervise Infrastructure staff, except as provided in this clause 15.
- 15.2 The normal hours of work and flexible hours arrangements for employees who supervise infrastructure staff shall be in accordance with this clause 15, and the following conditions apply only to employees who supervise Infrastructure staff:
- 15.2.1 the standard method of aggregating 76 hours per fortnight is eight (8) shifts of 8.5 hours and one (1) shift of eight (8) hours, thereby allowing for a nine (9) day fortnight. Deployment of employees on flexible hours outside the standard method will be by agreement between the employee and the employer on the basis of seasonal and/or organisational needs;
- 15.2.2 an employee or group of employees may, with the agreement of the employer, commence and finish a shift within the span of 5am to 9pm Monday to Friday, with such time work being considered ordinary time without additional loading;
- 15.2.3 overtime will only be calculated on hours which exceed 76 in any one fortnight and is paid at Time+ 50% for time worked beyond 76 hours but less than 90 hours, and Time+ 100% for time worked in excess of 90 hours in any one fortnight;
- 15.2.4 employees may request Time Off in Lieu (TOIL) of paid overtime, however time accrued will be recorded at time for time (that is, without overtime penalties). In the event that TOIL must be paid out, overtime penalties will apply.



- 15.2.5 a 15-minute afternoon paid break shall be given to any employee working beyond 10 hours in a day;
- 15.2.6 employees will be part of a call out roster system with Supervisors to coordinate after-hours callouts;
- 15.2.7 the appropriate Supervisor/Manager must approve any paid overtime or accrual of TOIL prior to the additional hours being worked;
- 15.2.8 an employee shall not unreasonably refuse to work additional hours in accordance with this clause;
- 15.2.9 each employee will record their daily working hours on an approved time sheet and submit this to the office at the end of each day;
- 15.2.10 employees are allowed a 20-minute paid morning tea break;
- 15.2.11 employees are required to have at least a 30minute unpaid meal break, no more than five (5) hours after the commencement of work;
- 15.2.12 meal and tea breaks are to be taken at the actual site of work.
- 15.3 The provisions of subclause 15.2.1 also apply in respect of ordinary hours, overtime and weekend work performed.

#### **CLAUSE 16 - WORK FLEXIBILITY**

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

#### **CLAUSE 17 - EMERGENCY SERVICES MEMBERSHIP**

- 17.1 In the case of an employee of Council being a registered member of one of the following emergency services:
- Country Fire Service
  - State Emergency Service; and/or
  - SA Ambulance Services:
- if that employee is called upon to perform emergency services duties within the Riverland during working hours, the Council will continue to pay the employee at the ordinary rate of pay until the employee's normal finish time.
- 17.2 Permission MUST be obtained from the employee's Manager / Supervisor PRIOR to leaving Council work to attend to the request of the emergency services.
- 17.3 Permission may not be granted due to operational efficiency / circumstances (i.e. staff shortages; time dependent activities). Duties that require more than one (1) day must be approved by management.
- 17.4 In the case of an employee of Council being a registered member of the Metropolitan Fire Service, if that employee is called upon to perform emergency services duties within the Riverland during working hours, the employee will access TOIL that has been accumulated for such purposes or Annual Leave:

- 17.4.1 time worked to bank TOIL for use under this clause MUST be at a time agreed by the employee's Manager / Supervisor prior;
- 17.4.2 permission MUST be gained by the employee's Manager/ Supervisor PRIOR to leaving Council work to attend to the request of the emergency services;
- 17.4.3 permission may not be granted due to operational requirements / circumstances (i.e. staff shortages; time dependent activities); and
- 17.4.4 duties that require more than one (1) day must be approved by management.

## **CLAUSE 18 - REDUNDANCIES**

### **General Principles**

- 18.1 There shall be no forced redundancies during the life of this Agreement.
- 18.2 The means of adjustment in those situations, where organisational change result in positions being no longer required, will be dealt with via natural attrition or in one of the following ways:
  - 18.2.1 redeployment to a position of the same classification level;
  - 18.2.2 redeployment to a position of lower classification level with income maintenance;
  - 18.2.3 voluntary separation package.
- 18.3 employee whose position has been identified as redundant may elect to take a voluntary separation package at any stage of the restructure process provided that no more than six (6) months has lapsed in the redeployment position.

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### **Redeployment**

- 18.4 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 18.5 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 18.6 The employees pre-redeployment salary shall be frozen for a period of 12 months and then reduced on a sliding scale over the next 24 months to reduce to the salary of the new position.
- 18.7 As a matter of priority the employee will be provided with training to assist the redeployment into the new position.
- 18.8 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position or to elect to take a voluntary separation package.

### **Voluntary Separation Package (VSP)**

- 18.9 Should an employee elect to take a VSP in accordance with clause 18.3 or 18.8 above, such package shall comprise (as a minimum):
  - 18.9.1 eight (8) weeks' notice of termination or payment of total weekly salary in lieu thereof;

18.9.2 three (3) weeks of total weekly salary as severance pay for each year of service with this Council up to a maximum of 104 weeks;

18.9.3 an ex gratia payment of \$3,500 for the purposes of outplacement assistance

18.10 For the avoidance of doubt, and at the absolute discretion of the CEO, the employer may offer any employee a VSP.

18.11 Should an employee elect to take a VSP under clause 18.10, such package shall comprise (as a minimum):

18.11.1 eight (8) weeks' notice of termination or payment of total weekly salary in lieu thereof;

18.11.2 three (3) weeks of total weekly salary as severance pay for each year of service with this Council up to a maximum of 104 weeks;

18.11.3 an ex gratia payment of \$3,500 for the purposes of outplacement assistance.

#### **CLAUSE 19 CORPORATE WARDROBE**

19.1 To encourage the adoption of the Corporate Wardrobe, Council will provide financial assistance through an agreed annual reimbursement of \$485 to full time permanent staff.

19.2 On the 1st July each year thereafter the uniform allowance will increase by CPI (All Groups Adelaide) as declared for the March quarter.

19.3 New employees will have access to two (2) year's allocation towards their initial purchase of The Berri Barmera Council Wardrobe. However if employment ceases within two (2) years then the employee is obligated to reimburse such allowance, calculated on a pro-rata basis, to Council.

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

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

19.6 This clause is to be read in conjunction with the Council's Corporate Wardrobe Policy, including as amended from time to time.

#### **CLAUSE 20 - WORK HEALTH, SAFETY AND WELFARE**

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

#### **CLAUSE 21 - SALARY INCREASES**

21.1 Upon certification of this Agreement,

21.1.1 Council will pay across the board increases of 4.0% to the minimum wage rates effective from 1 July 2022;

21.1.2 Council will pay a further across the board increase of 2.5% to the minimum wage rates effective from 1 July 2023;

- 21.1.3 Council will pay a further across the board increase of 2.5% to the minimum wage rates effective from 1 July 2024.
- 21.2 The increase shall be paid on the wage rates as contained in Schedule 1 – Wage Schedule for commencement pay rate as at 1 July 2022.

### **Superannuation**

- 21.3 For the purposes of this clause:
- 21.3.1 *Hostplus Super* is the scheme which merged with the Statewide Superannuation Trust in April 2022,
- 21.3.2 *Superannuation contributions* mean:
- 21.3.2.1 contributions which the employer is required to pay under the terms of the rules governing the Hostplus Super Scheme;
- 21.3.2.2 contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth);
- 21.3.2.3 percentage contribution as per the Award on employee's ordinary time earnings; and
- 21.3.2.4 any additional contributions which the employer agrees to pay in respect of an employee.
- 21.4 Employees will be entitled to choose the fund into which their employer superannuation contributions will be made. If an employee does not nominate an alternative fund, and does not have an ATO 'stapled fund' the employer superannuation contributions will be made to Hostplus Super as the default fund.
- 21.5 The amount of the employer contribution will be:
- 21.5.1 for each employee who is making *Salary Link* contributions to Hostplus Super:
- 21.5.1.1 3% of the employee's salary (or as amended), and
- 21.5.1.2 any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Hostplus Super from time to time to finance the Salary Link benefit for the employee; and
- 21.5.1.3 any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- 21.5.2 *Salary Link* contributions have the meaning given to that term under the Trust Deed.
- 21.5.3 For the avoidance of doubt the intention of this provision maintains existing arrangements for employees eligible for the *Salary Link* arrangements provided with Statewide Superannuation Trust which continue for the same employees after the merger with Hostplus
- 21.6 For each other employee:
- 21.6.1 contributions which the employer must pay to a superannuation fund in order to avoid from becoming liable for a shortfall in respect of the employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- 21.6.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.

- 21.7 The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

**Salary Sacrificing to Superannuation**

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

**CLAUSE 22 - PERSONAL ACCIDENT AND ILLNESS PROTECTION**

- 22.1 The Employer shall fund and provide Personal Accident, Illness and Journey Protection for all Employees through Local Government Risk Services. Full details of the cover and periodical amendments as they occur from time to time will be made available to the Employee.
- 22.2 During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the employee shall not accrue annual leave or sick leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

**CLAUSE 23 - NO FURTHER CLAIMS**

- 23.1 The Union and employees undertake that during the period of operation of this Agreement there shall be no further wage increases sought, or granted, except for those provided under the terms of this Agreement.
- 23.2 This Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

**CLAUSE 24 - RECLASSIFICATION PRINCIPLES**

- 24.1 All Supervisor s/ Managers have a responsibility to ensure that positions within their Departments are appropriately classified.
- 24.2 The CEO has authority to approve reclassifications. Supervisors / Managers have a responsibility to notify the CEO of a position whose duties have changed to warrant reclassification and the date on which the new duties became operative.
- 24.3 Employees may also initiate the reclassification process by requesting in writing that their Supervisor / Manager review the classification of their position. Such applications will need to provide a sound justification as to why the position should be reclassified.
- 24.4 The Supervisor / Manager will acknowledge all applications. Successful applications will be

backdated to the date of the application provided higher-level duties were clearly an operational requirement at the time.

- 24.5 It is an expectation of the employer and employees to this Agreement that a request to review a classification will be determined within a period of twelve (12) weeks from the time of lodgement.
- 24.6 Employees whose applications are unsuccessful have the right to appeal against a decision if they are dissatisfied with the reasons given. The provision of the Dispute Settlement Procedure shall be used for this purpose.

#### **CLAUSE 25 - DISPUTE SETTLEMENT PROCEDURE**

- 25.1 In the event of a dispute arising between the Council and an employee or employees concerning any aspect of work the following procedure shall be observed.
  - 25.1.1 employee(s) shall in the first instance seek to resolve any dispute with the relevant Manager;
  - 25.1.2 conversely a Manager should seek to resolve any disputes directly with the employee(s) concerned, as appropriate;
  - 25.1.3 if matters remain unresolved then assistance should be sought from the Director / Supervisor;
  - 25.1.4 if at this stage matters remain unresolved the Director / Supervisor would liaise with the Chief Executive Officer, as appropriate.
- 25.2 If the issues remain unresolved either party may refer the matter to the SAET.
- 25.3 While dispute procedures are being followed, work shall continue except in a bona fide situation where the physical safety of any employee is endangered. The ultimate terms of settlement shall not be affected in any way, nor shall the right of any person involved in or affected be prejudiced by the fact that work has continued without interruption.
- 25.4 None of the above precludes employee representation by a person of their choice, including a Workplace Representative or Union Official at any time

#### **CLAUSE 26 - WORKFORCE DEVELOPMENT**

##### **Annual Performance Review and Employee Plan**

- 26.1 Each employee will be entitled to a performance planning review at least annually, to be conducted in accordance with any policies and procedures in place, as amended from time to time.
- 26.2 The annual performance review will:
  - 26.2.1 set performance and development objectives for the coming year, linked to Council objectives;
  - 26.2.2 include a process of interim review during the year to provide feedback on each employee's progress and performance; and
  - 26.2.3 provide an overall assessment at the end of the review period of the employee's performance during the preceding year.



- 26.3 An employee's assessment review will assist in identifying any training needs and take into account reclassification considerations.
- 26.4 Progression through the salary levels will be in accordance with Schedule 1, clause S1.3 of the Award.

#### **Training and Development**

- 26.5 It is recognised that active participation in Training and Development programmes by employees has the potential to lead to a multi-skilled workforce which will benefit the Council in improved productivity, as well as providing improved career prospects for employees. As such, Council has a commitment to the ongoing training of its employees.
- 26.6 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management. Training in a team environment is an important component of Council's training programme. To achieve this without disruption to effective operation of Council, some training outside standard working hours is necessary.
- 26.7 Subject to any policies and procedures in place at the time, Council will ensure that all employees have a fair and equitable chance to attend training programs relevant to their work. Council has a commitment in the budget to ongoing training of employees with the allocation of training funds equitably distributed between all employees. To this end training and development plans will be based on annual development and performance appraisals, balanced against the overall organisational training needs.
- 26.8 Any claim for reimbursement for travel related expenses for training and development, including meals and incidentals, will be received and assessed in accordance with the Council's policies and procedures in place, including as amended from time to time, and will be reimbursed at the Chief Executive Officer's absolute discretion.
- 26.9 The individual training and/or development needs of employees will generally be determined and agreed between the employee and the employee's Manager/Supervisor, through the Performance Review Process.
- 26.10 Additional training and/or development needs may be determined, from time to time, outside of the performance review process and will be subject to the authorisation of the relevant Director/Manager and budget allocation.
- 26.11 Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the employees own time on a voluntary basis.

#### **Study Allowance**

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



## **Travel**

- 26.15 Any claim for reimbursement for travel related expenses, including meals and incidentals, will be received and assessed in accordance with the Council's Travel Associated Expenses Policies and Procedures, and will be reimbursed at the Chief Executive Officer's absolute discretion.
- 26.16 Employees can claim reimbursement of actual expenditure, or request for the travel allowance payment, for the following applicable reasonable amounts:
- |             |            |
|-------------|------------|
| Breakfast   | up to \$20 |
| Lunch       | up to \$20 |
| Dinner      | up to \$30 |
| Incidentals | up to \$20 |

## **CLAUSE 27 – REPRESENTATIVE ARRANGEMENTS**

- 27.1 The employer acknowledges and accepts the right of employees to belong to the Union and to be represented by their ASU Workplace Representatives, Deputy Workplace Representatives and by Union officials.
- 27.2 ASU Workplace Representatives and Deputies will be entitled to:
- 27.2.1 be treated with respect and without discrimination;
  - 27.2.2 bargain collectively on behalf of Union members at the workplace;
  - 27.2.3 be consulted about workplace issues and given access to relevant information about the workplace; and
  - 27.2.4 meet with management to discuss Union matters.
- 27.3 Union Workplace Representatives will be allowed paid time to carry out their work as Union Representatives which may include:
- 27.3.1 speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues;
  - 27.3.2 speaking to employees about Union and work matters;
  - 27.3.3 addressing new employees at induction sessions, or other appropriate times, about Union membership;
  - 27.3.4 subject to subclause 27.4 attending Union conferences, seminars, committee meetings and accredited Union education courses;
  - 27.3.5 attending the annual ASU Workplace Representatives Training;
  - 27.3.6 attending industrial tribunal hearings and conferences relevant to the workplace;
  - 27.3.7 speaking to and meeting with officials of the Union; and
  - 27.3.8 speaking and meeting with members of other Unions at the workplace when appropriate.
- 27.4 Each Union Workplace Representative will be allowed up to two (2) days of paid time to participate in the activities listed at 26.3.4 above, provided that the total paid time taken by all

Union Workplace Representatives for such activities does not exceed ten (10) days in a calendar year. Additional unpaid time for participation in the activities listed at 26.3.4 above may be agreed between the employer and the Union Workplace Representative(s).

27.5 For the avoidance of doubt, other activities listed in clause 26.3 above do not count towards the limits prescribed in subclause 26.4.

27.6 To enable them to represent their members, Union Workplace Representatives will be allowed:

27.6.1 use of telephones, fax, photocopier, internet and email;

27.6.2 access to the Award and/or Enterprise Agreement(s);

27.6.3 a notice board provided in a prominent location in each worksite for the posting of Union information;

27.6.4 secure filing facilities to keep Union materials; and

27.6.5 use of meeting rooms for Union meetings.

27.7 The employer will allow employees access during working hours to an accredited official or Workplace Representative of the Union.

#### **CLAUSE 28 - NEGOTIATION OF FURTHER AGREEMENT**

28.1 The parties commit to commence negotiations to review this agreement not less than three (3) months but no more than 18 months prior to the normal expiry date of this Agreement.

#### **CLAUSE 29 - SIGNATORIES TO THE AGREEMENT**

Signed for and on behalf of The Berri Barmera Council by:

**DYLAN STRONG, CHIEF EXECUTIVE OFFICER:**

Date 24/1/2023

Witness

Date 24/1/2023

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

**ABBIE SPENCER, BRANCH SECRETARY**

Date 31/1/2023

Witness

Date 31/1/2023

# Schedule 1 - Pay Rates

		EA (ASU) No. 12, 2022		
		2022-2023	2023-2024	2024-2025
EA Increase	Inc	4%	2.5%	2.5%
Applied Increase				
Payable from		1-Jul-22	1-Jul-23	1-Jul-24
General Officers				
Level 1A	1	\$49,433.59	\$50,669.43	\$51,936.16
	2	\$50,870.81	\$52,142.58	\$53,446.15
	3	\$52,308.64	\$53,616.36	\$54,956.77
	4	\$55,183.10	\$56,562.67	\$57,976.74
Level 1	1	\$56,955.18	\$58,379.05	\$59,838.53
	2	\$58,154.18	\$59,608.03	\$61,098.23
	3	\$59,830.23	\$61,325.99	\$62,859.14
	4	\$61,627.22	\$63,167.90	\$64,747.10
	5	\$63,424.83	\$65,010.45	\$66,635.71
	6	\$65,219.99	\$66,850.49	\$68,521.75
Level 2	1	\$67,040.68	\$68,716.70	\$70,434.61
	2	\$68,838.10	\$70,559.05	\$72,323.03
	3	\$70,635.50	\$72,401.39	\$74,211.42
	4	\$72,433.38	\$74,244.21	\$76,100.31
Level 3	1	\$74,227.75	\$76,083.45	\$77,985.53
	2	\$76,025.39	\$77,926.03	\$79,874.18
	3	\$77,822.81	\$79,768.38	\$81,762.59
	4	\$79,620.23	\$81,610.73	\$83,651.00
Level 4	1	\$81,415.30	\$83,450.68	\$85,536.95
	2	\$83,212.70	\$85,293.02	\$87,425.34
	3	\$85,982.45	\$88,132.01	\$90,335.31
	4	\$86,807.52	\$88,977.71	\$91,202.15
Level 5	1	\$88,602.59	\$90,817.66	\$93,088.10
	2	\$90,400.01	\$92,660.01	\$94,976.51
	3	\$92,197.43	\$94,502.36	\$96,864.92
Level 6	1	\$95,191.54	\$97,571.33	\$100,010.62
	2	\$98,185.68	\$100,640.32	\$103,156.33
	3	\$101,182.14	\$103,711.69	\$106,304.49
Level 7	1	\$104,176.26	\$106,780.66	\$109,450.18
	2	\$107,170.39	\$109,849.65	\$112,595.89
	3	\$110,164.52	\$112,918.63	\$115,741.60

		EA (ASU) No. 12, 2022		
		2022-2023	2023-2024	2024-2025
EA Increase	Inc	4%	2.5%	2.5%
Applied Increase				
Payable from		1-Jul-22	1-Jul-23	1-Jul-24
Senior Officers				
SO1	1	\$95,191.54	\$97,571.33	\$100,010.62
	2	\$98,185.68	\$100,640.32	\$103,156.33
	3	\$101,182.14	\$103,711.69	\$106,304.49
SO2	1	\$104,176.26	\$106,780.66	\$109,450.18
	2	\$107,170.39	\$109,849.65	\$112,595.89
	3	\$110,164.52	\$112,918.63	\$115,741.60
SO3	1	\$113,759.34	\$116,603.32	\$119,518.41
	2	\$117,351.83	\$120,285.63	\$123,292.77
	3	\$120,946.65	\$123,970.32	\$127,069.57
SO4	1	\$124,641.97	\$127,758.02	\$130,951.97
	2	\$129,316.64	\$132,549.55	\$135,863.29
SO5	1	\$135,159.80	\$138,538.79	\$142,002.26
	2	\$139,834.88	\$143,330.75	\$146,914.02
SO6	1	\$145,677.99	\$149,319.94	\$153,052.94
	2	\$150,352.65	\$154,111.47	\$157,964.26
SO7	1	\$156,196.18	\$160,101.08	\$164,103.61
	2	\$163,207.91	\$167,288.10	\$171,470.31
SO8	1	\$172,557.49	\$176,871.43	\$181,293.21
	2	\$181,906.45	\$186,454.11	\$191,115.46
SO9	1	\$195,930.51	\$200,828.78	\$205,849.50
S10	1	\$219,304.14	\$224,786.75	\$230,406.42
S11	1	\$242,677.17	\$248,744.10	\$254,962.70
S12	1	\$266,050.80	\$272,702.07	\$279,519.62