

Orders



SOUTH
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Case Details

Agreement title	THE BERRI BARMERA COUNCIL (AWU) ENTERPRISE BARGAINING AGREEMENT NO. 14, 2023
Employer	Berri Barmera Council
Case number	ET-23-03911

Orders - Approval of Enterprise Agreement THE BERRI BARMERA COUNCIL (AWU) ENTERPRISE BARGAINING AGREEMENT NO. 14, 2023

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 23 October 2023 and have a nominal life extending for a period to 30 June 2025.

A handwritten signature in black ink, consisting of a stylized 'R' followed by a long horizontal flourish.

Commissioner Rogers

23 Oct 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



THE BERRI BARMERA COUNCIL
(AWU) ENTERPRISE BARGAINING AGREEMENT NO. 14, 2023

CLAUSE 1 TITLE

This Agreement shall be entitled The Berri Barmera Council (AWU) Enterprise Bargaining Agreement No. 14, 2023.

CLAUSE 2 ARRANGEMENT

- 1 Title
 - 2 Arrangement
 - 3 Definitions
 - 4 Parties Bound
 - 5 Period of Operation
 - 6 Relationship to Award
 - 7 Intention and Objectives
 - 8 Consultative Mechanism
 - 9 Personal Leave
 - 10 Flexible hours – Aggregate Hours Approach
 - 11 Christmas Break / Christmas Closure
 - 12 Emergency Services Membership
 - 13 Redundancies
 - 14 Absorption of Special Rates and Allowances
 - 15 Work Health and Safety
 - 16 Salary Increases
 - 17 Superannuation
 - 18 Salary Sacrificing to Superannuation
 - 19 No Further Claims
 - 20 Dispute Settlement Procedure
 - 21 Workforce Development
 - 22 Variation
 - 23 Signatories
- Schedule 1: Wage Schedule

CLAUSE 3 DEFINITIONS

For the purposes of this Agreement:

Agreement means The Berri Barmera Council (AWU) Enterprise Bargaining Agreement No. 14, 2022.

Award means Local Government Employees Award.

Consultation means the process which will have regard to employees interested in the formulation of plans which have a direct impact upon them. It provides employees with the opportunity to have their view heard and taken into account prior to a decision being made with any significant issues involving change being referred to the Single Bargaining Unit in its consultation role during the life of the Agreement.

Council or Employer means The Berri Barmera Council.

Employee shall mean any employee of the Council who performs work covered by this Agreement.

Immediate family or household member includes:

- a spouse or defacto 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..

Redundancy shall mean the loss of employment due to the Council no longer requiring the job the employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

SAET means the South Australian Employment Tribunal.

Union means the Australian Workers Union (Amalgamated AWU (SA) State Union).

Workplace Representative shall mean an employee who is elected by their co-workers and appointed in accordance with the Union Rules, to represent them in workplace matters.

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

5.1 This Agreement shall commence operation on 1 July 2022 and expires on 30 June 2025.

5.2 Parties agree to enter into negotiations for a new agreement no later than 30 March 2025.

CLAUSE 6 RELATIONSHIP TO CURRENT AWARD

This Agreement shall be read in conjunction with the Award (including as amended from time to time), provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 7 INTENT AND OBJECTIVES

- 7.1 The economic health of the Council and the well-being of all depends on the success of a shared commitment to prepare for the future and a more competitive environment.
- 7.2 The aim of this Agreement is to develop and support a flexible workforce and management structure, committed to the continued improvement and success of the Council, and resulting benefits and improved conditions for employees.
- 7.3 This commitment will see the development and encouragement of an 'Enterprise Culture' whereby the desire to embrace measures aimed at achieving improved productivity and quality services that will ultimately lead to the success of the Council and enhanced quality of life and convenience for the community.

CLAUSE 8 CONSULTATIVE MECHANISM

- 8.1 The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace.
- 8.2 The principle Consultative Structure is the Single Bargaining Unit.
- 8.3 The Single Bargaining Unit shall consist of:
 - 8.3.1 employer representatives nominated by the Council;
 - 8.3.2 employee representatives elected by the employees of the Council to whom this Agreement applies; and
 - 8.3.3 the State Secretary of the AWU (or their nominee), if the employees who are members of the AWU and to whom this Agreement applies so request their involvement.
- 8.4 The role of the Single Bargaining Unit shall be:
 - 8.4.1 to reach decisions by consensus. All decisions will operate as recommendations;
 - 8.4.2 to hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues; and
 - 8.4.3 to provide a forum for information flow between the employer and, employees.

CLAUSE 9 PERSONAL LEAVE

Employees may access a maximum of five (5) days in any one financial year of accrued sick leave for the purposes of caring for a sick or injured family member, or member of the employees' household, provided evidence to the satisfaction of the employer is produced.

CLAUSE 10 FLEXIBLE HOURS - AGGREGATE HOURS APPROACH

- 10.1 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.
- 10.2 Deployment of employees on flexible hours outside the standard method will be by agreement between the employee and the employer, based on seasonal and/or organisational needs.
- 10.3 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.
- 10.4 Overtime will only be calculated on hours which exceed 76 in any one fortnight and paid at Time + 50% for time worked beyond 76 hours but less than 90 hours, and Time + 100% for time worked in addition to 90 hours in any one fortnight.
- 10.5 Employees may request Time Off In Lieu (TOIL) of paid overtime but 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.
- 10.6 A 15 minute afternoon paid break shall be given to any employee working beyond 10 hours in a day.
- 10.7 Employees who work Public Holidays and Saturday or Sunday will be remunerated at appropriate overtime rate including call outs in accordance with the applicable Clauses 6.3 and 7.6 of the Award.
- 10.8 Any paid overtime or accrual of TOIL must be approved by the appropriate Team-leader or Manager PRIOR to the additional hours being worked.
- 10.9 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 10.10 Accrued TOIL shall be taken as soon as reasonably practicable by mutual agreement with the Team-Leader or Manager prior to the absence and will be contingent upon operational requirements.
- 10.11 The maximum amount of accrued TOIL shall be 38 hours, which must be taken within the financial year it was accumulated, and will not be carried over.
- 10.12 Each employee will record their daily working hours on an approved attendance record and submit this to their Team-Leader for endorsement at the end of each day.
- 10.13 Documentation in relation to the taking of leave shall continue as per this Agreement and Council's policies and procedures, as amended from time to time.
- 10.14 Employees are allowed a 20 minute paid morning tea break (at a time fixed by the Council), which is counted as time worked.
- 10.15 If the majority of employees agree, an afternoon tea break (at a time fixed by the Council) may be taken, which is an unpaid break.
- 10.16 Employees are required to have at least a 30 minute unpaid meal break no more than five (5) hours after the commencement of work.
- 10.17 Meal and tea breaks are to be taken at the actual site of work.
- 10.18 The provisions of this clause also apply in respect of ordinary hours, overtime and weekend work performed.

Finishing Work Due to Inclement Weather

- 10.19 Will be dealt with in accordance with the Council's *WHS UVR and Inclement Weather Procedure*, including as amended from time to time.

CLAUSE 11 CHRISTMAS BREAK / CHRISTMAS CLOSURE

- 11.1 With the exception of emergencies, the Christmas Closure includes:
- the week immediately preceding leading up to Christmas Day; and
 - the week immediately following Christmas Day and any associated public holidays.
- 11.2 Under this arrangement, employees retain the remainder of their annual leave, to be utilised over the following year.

CLAUSE 12 EMERGENCY SERVICES MEMBERSHIP

- 12.1 In the case of an employee 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.
- 12.1.1 Permission MUST be gained by the employee's Manager / Supervisor PRIOR to leaving Council work to attend to the request of the emergency services;
- 12.1.2 permission may not be granted due to organisational requirements (i.e. grave digging); and
- 12.1.3 duties that require more than one (1) day absence from the workplace must be approved by the Chief Executive Officer.
- 12.2 In the case of an employee of Council being a registered member of:
- the Metropolitan Fire Service,
- if that employee is called upon to perform emergency services duties within the Riverland during working hours, the employee will access TOIL that has been accumulated for such purposes, or Annual Leave.
- 12.2.1 Time worked to bank TOIL for use under this clause MUST be at a time agreed by the employee's Manager / Supervisor prior;
- 12.2.2 permission MUST be obtained prior from the employee's Manager / Supervisor PRIOR to leaving Council work to attend to the request of the Metropolitan Fire Service;
- 12.2.3 permission may not be granted due to organisational requirements (i.e. grave digging); and
- 12.2.4 duties that require more than one (1) day absent from the workplace must be approved by the Chief Executive Officer .

CLAUSE 13 REDUNDANCIES

General Principles

- 13.1 There shall be no forced redundancies during the life of this Agreement.
- 13.2 The means of adjustment in 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:
- 13.2.1 redeployment to a position of the same classification level;
 - 13.2.3 redeployment to a position of lower classification level with income maintenance; or
 - 13.3.3 voluntary separation package.
- 13.3 However, employees may seek a voluntary separation package at any stage of the process, provided that no more than three (3) months has lapsed in the redeployment position.

Redeployment

- 13.4 It is the preferred aim to redeploy employees into a position of equal classification and status as their pre- redeployment position.
- 13.5 If after examining all options, it is agreed by all the parties that redeployment to such a position is not feasible, an employee may be redeployed into such a position of lower classification level.
- 13.6 The employee's 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.
- 13.7 The employee will, as a matter of priority, be provided with training to assist the redeployment into a new position.
- 13.8 The employee has up to three (3) months from commencement in the redeployed position to confirm acceptance of that position.

Voluntary Separation Package (VSP)

- 13.9 Where redeployment is not reasonably practicable, as the absolute discretion of the CEO, the employer may discuss with the employee a proposal for a VSP.
- 13.10 Should an employee elect to take a VSP, such package shall comprise (as a minimum):
- 13.10.1 six (6) weeks' notice of termination or payment of total weekly salary in lieu thereof;
 - 13.10.2 two (2) weeks of total weekly salary as severance payment for each year of service with this Council up to a maximum of 104 weeks;
 - 13.10.3 an amount representing 10% of total annual salary for the purpose of outplacement assistance.

CLAUSE 14 ABSORPTION OF SPECIAL RATES AND ALLOWANCES

- 14.1 Special rates and allowances included in the Award for operating different machinery or performing certain duties shall be absorbed under this Agreement.
- 14.2 No additional payment shall be made for work related allowances listed in Schedule 4 of the Award with the following exceptions:
- 14.2.1 First Aid Attendant;
 - 14.2.2 Toxic Substances; and

14.2.3 Drivers Licence

14.3 Expense related allowances shall not be affected.

CLAUSE 15 WORK HEALTH AND SAFETY (WHS)

- 15.1 The Council shall, so far as reasonably practical, be a safe working environment at all times.
- 15.2 The employer, the employees, and the Union, shall give full co-operation to the achievement of high standards of Work Health and Safety through the theoretical and practical application of the WHS and Injury Management Plan.
- 15.3 The parties recognise safety education and safety programs shall be fundamental in achieving this objective. Council projects 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.
- 15.4 The Council, and the employees covered by this Agreement, commit to maintaining a minimum Level 3 standard as established during Work Health and Safety Audit periods.
- 15.5 The parties recognise that WHS practices extend to the wider community by risk management and the limitation of public liability exposures. Council is dedicated to limiting this exposure with the active involvement of employees with regards to risk management principles as adopted by Council.

CLAUSE 16 SALARY INCREASES

- 16.1 Upon certification of this Agreement,
- 16.1.1 Council will pay a wage increase of 4.7% from the first full pay period commencing on or after 1 July 2022;
- 16.1.2 Council will pay a wage increase of 1%, or CPI, capped at 6%, whichever is the greater, effective from the first full pay period commencing on or after 1 July 2023;
- 16.1.3 Council will pay a wage increase of 1%, or CPI, not capped, effective from the first full pay period commencing on or after 1 July 2024.
- 16.2 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.
- 16.3 The salary increases referred to at 16.1.2 and 16.1.3 shall be in accordance with any increase in the Consumer Price Index (Adelaide – March quarter).

CLAUSE 17 - SUPERANNUATION

- 17.1 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.
- 17.2 The amount of the Employer superannuation contribution for each Employee who is making SalaryLink contributions to Hostplus:
- 17.2.1 3% of the Employee's salary or ordinary time earnings (whichever is the greater); and
- 17.2.2 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

- 17.2.3 any additional superannuation contribution which the Employer agrees to pay in respect of the Employee.
- 17.3 The Hostplus Rules set out in the Trust Deed in respect to Employees making SalaryLink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 17.4 The amount of the Employer superannuation contribution for each other Employee:
- 17.4.1 contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
- 17.4.2 any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.
- 17.5 For the purposes of this clause:
- Salarylink Benefit** has the meaning given to that term under the Trust Deed.
- Salarylink Contribution** has the meaning given to that term under the Trust Deed.
- Member's Salary** has the meaning given to that term under the Trust Deed.
- Trust Deed** means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

CLAUSE 18 - SALARY SACRIFICING TO SUPERANNUATION

- 18.1 Subject to the following conditions, an Employee may apply to the Council to salary sacrifice any part of his/her salary (including Award or Enterprise Agreement based salary/wages) to make additional contributions to a superannuation fund of their choice:
- 18.1.1 any such arrangement shall be by mutual agreement between the Employee and the Employer;
- 18.1.2 the application from the Employee shall be in writing and detail the amount of salary to be salary sacrificed, together with a statement that the 'cash component is adequate for his/her ongoing living expenses';
- 18.1.3 the application may at any time be rescinded by the Employee, or the approval of the Employer withdrawn;
- 18.1.4 the Employee shall bear the responsibility and costs associated with taxation and other matters in respect of the salary sacrificing arrangements, including fringe benefits tax;
- 18.1.5 the employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation

CLAUSE 19 NO FURTHER CLAIMS

- 19.1 The parties bound by this Agreement 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.
- 19.2 This Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this agreement.

- 19.3 Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

CLAUSE 20 DISPUTE SETTLEMENT PROCEDURE

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

- 20.1.1 In the event of any problems arising from the implementation of matters contained in this Agreement, the Enterprise Bargaining Consultative Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 20.1.2 Should such discussions fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the SA Branch of the Union on behalf of the members employed by the Council.
- 20.1.3 In the absence of a satisfactory resolution to the matters in dispute, either party make seek assistance from the SAET in a conciliation role and, if necessary to arbitrate the dispute.

20.2 Procedure in Relation to Disputes Arising out of Employment

- 20.2.1 The purpose of this Dispute Settling Procedure is to provide all parties to the Agreement with access to a system to enable discussion and resolution of all matters of grievance and dispute. Parties agree to use all stages in the Dispute Settling Procedure to ensure that all issues receive prompt attention to encourage their resolution of the Enterprise level.
- 20.2.2 Parties also agree that during implementation of the Dispute Settling Procedure, work within the Council will proceed without stoppages or the imposition of any bans, work limitations or restrictions except in the case of genuine occupational health and safety issues.
- 20.2.3 It has also been accepted by the parties that at each stage of this procedure a record will be made of the time and date of discussions and relevant outcomes. Such record will be signed off as accurate by the employee/s and management. It is the responsibility of the most senior officer involved at each stage of this process to prepare or have prepared, the record.

20.3 Stage One

The Employee and/or Representative of the Employee's choice will contact the relevant Supervisor/Manager to attempt to settle the issue at that level.

20.4 Stage Two

If the issue is not settled at Stage One, the Employee and the Representative of the Employee's choice will meet with the next Manager or Supervisor in the line of authority. This process will continue until the Departmental Manager becomes involved.

20.5 Stage Three

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

20.6 Stage Four

If the matter is not settled at Stage Three the Chief Executive Officer will meet with the Representative of the Employee's choice, the Union Organiser, the Employee and the Departmental

Manager.

20.7 Stage Five

If the matter is not resolved at stage Four the Chief Executive Officer with the assistance of the Industrial Officer from the Local Government Association of South Australia and the relevant Union Industrial Officer shall seek resolution through the SAET.

20.8 This procedure is not intended to preclude ultimate access by either party to the SAET for conciliation or arbitration purposes.

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

CLAUSE 21 WORKFORCE DEVELOPMENT

Training and Development

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

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

21.3 The Council will ensure that all employees have a fair and equitable chance to attend training programs relevant to their work.

21.4 The Council has a commitment in the budget to ongoing training of employees with the allocation of training funds equitably distributed between all employees.

21.5 To this end training and development plans will be based on their annual development and performance appraisal balanced against the overall organisational training needs.

21.6 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 Leave

21.7 It is agreed that Council has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.

21.8 Council will consider all applications of Study Leave on their merit taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.

CLAUSE 22 VARIATION

This Agreement may be varied by mutual consent of both parties during the life of this Agreement, subject to the approval of the SAET.

CLAUSE 23 SIGNATORIES

SIGNED FOR AND ON BEHALF OF THE BERRI BARMERA COUNCIL


.....
DYLAN STRONG, CHIEF EXECUTIVE OFFICER

Date. 23 / 8 / 2023

In the presence of:


.....
WITNESS

Date. 23 / 8 / 2023

SIGNED FOR AND ON BEHALF OF AUSTRALIAN WORKERS UNION


.....
PETER LAMPS, STATE UNION SECRETARY

Date: 23 / 8 / 2023

In the presence of:


.....
WITNESS

Date. 23 / 8 / 2023

Schedule 1: Wage Schedule

Commencement pay rate as at

MUNICIPAL EMPLOYEE	1-Jul-22 4.70%	1-Jul-23 1% *	1-Jul-24 1% #
Grade 1 Year 1	\$51,732.65	\$52,249.97	\$52,772.47
Year 2	\$52,580.75	\$53,106.56	\$53,637.62
Year 3	\$53,415.86	\$53,950.00	\$54,489.52
Grade 2 Year 1	\$53,934.41	\$54,473.75	\$54,018.49
Year 2	\$54,785.63	\$55,333.49	\$55,886.85
Year 3	\$55,620.77	\$56,176.98	\$56,738.75
Grade 3 Year 1	\$56,194.32	\$56,756.26	\$57,323.83
Year 2	\$57,042.41	\$57,612.83	\$58,188.96
Year 3	\$57,877.54	\$58,456.32	\$59,040.88
Grade 4 Year 1	\$58,918.01	\$59,507.19	\$60,102.26
Year 2	\$59,766.10	\$60,363.76	\$60,967.40
Year 3	\$60,601.23	\$61,207.24	\$61,819.31
Grade 5 Year 1	\$60,785.69	\$61,393.55	\$62,007.48
Year 2	\$61,633.78	\$62,250.12	\$62,872.62
Year 3	\$62,468.91	\$63,093.60	\$63,724.54
Grade 6 Year 1	\$62,380.99	\$63,004.80	\$63,634.85
Year 2	\$63,229.08	\$63,861.37	\$64,499.98
Year 3	\$64,064.22	\$64,704.86	\$65,351.91
Grade 7 Year 1	\$63,976.29	\$64,616.05	\$65,262.21
Year 2	\$64,824.40	\$65,472.64	\$66,127.37
Year 3	\$65,659.51	\$66,316.11	\$66,979.27
Grade 8 Year 1	\$65,441.90	\$66,096.32	\$66,757.28
Year 2	\$66,290.00	\$66,952.90	\$67,622.43
Year 3	\$67,125.11	\$67,796.36	\$68,474.32

****or CPI, capped at 6.00%, whichever is the greater***

or CPI, not capped, whichever is the greater