

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	The Barossa Council AWU Enterprise Agreement 2023
<b>Employer</b>	The Barossa Council
<b>Case number</b>	ET-23-04241

## Orders - Approval of Enterprise Agreement The Barossa Council AWU Enterprise Agreement 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 29 September 2023 and have a nominal life extending until 22 August 2026.

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

**Commissioner Cairney**

**29 Sep 2023**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





*The***Barossa** Council

# The Barossa Council AWU Enterprise Agreement 2023

## ENTERPRISE AGREEMENT 2023



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## **1. TITLE**

This Agreement shall be referred to as The Barossa Council AWU Enterprise Agreement 2023.

## **2. DEFINITIONS**

For the purposes of this Agreement:

- "Agreement" means The Barossa Council AWU Enterprise Agreement 2023.
- "Award" means Local Government Employees Award and operative at the time of approval of this Agreement.
- "Council" means The Barossa Council.
- "Consultation" means the process which will have regard to Employees interests in the formation of plans which have a direct impact upon them. It provides Employees with the opportunity to have their viewpoints heard and taken into account prior to decisions being made with Employees acknowledging their responsibility to actively participate in the process.
- "Employee" means any Employee covered by the Local Government Employees Award.
- "Employer" means The Barossa Council.
- "Management System" means the framework of policy, processes, systems or other instruments that the organisation uses to achieve its strategic goals.
- "Network Operators" employed under the Award and based at Council's Depot locations. Network Operators are responsible for the operation and maintenance of Council's Community Wastewater Management System (CWMS). Network Operators are required to provide an on-call function to monitor, operate and maintain the CWMS network.
- "Operations Team Members" employed under the Award and based at Council's Depot locations including Leading Workers, Team Members Operations, Team Members Parks and Gardens and Plant Operators.
- "Workplace Representative" shall mean a representative appointed by Employees which may also include an AWU member or members elected by the membership from the membership appointed under the rules of the Union. The role of a Workplace Representative is to effectively represent the interests of Employees.
- "Union" means The amalgamated AWU (SA) State Union.

## **3. SCOPE AND PARTIES BOUND**

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

## **4. TERM**

This Agreement shall commence from the first pay period commencing on or after 23 August 2023 and shall continue in force for 3 years from that date.

## **5. RELATIONSHIP AWARD**

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

## **6. AIMS AND INTENT**

- 6.1. The parties recognise that the ongoing economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This provides the vehicle for this to occur with gains to the Council, the Employees and the local community. Furthermore the parties commit to the processes of continuous improvement in ensuring the ongoing development and implementation of organisational change that supports the Aims and Intent of this Agreement.
- 6.2. Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.
- 6.3. The parties are committed to these objectives through a process involving open consultation with staff and full Employee participation through the operation of the Enterprise Bargaining Negotiating Committee. The parties recognise the benefits of suitable consultative and participative measures in the development of an organisational culture aimed at continuous improvement.

## **7. ENTERPRISE BARGAINING NEGOTIATING COMMITTEE**

### **7.1. Enterprise Bargaining Negotiating Committee**

- 7.1.1. An Enterprise Bargaining Negotiating Committee comprising an agreed number of Employer and Employee representatives shall formulate an Enterprise Agreement acceptable to all parties. Employee representatives shall consult with and represent the interests of all Employees covered by the Agreement.
- 7.1.2. Upon conclusion of the Enterprise Bargaining Agreement negotiations, the Enterprise Bargaining Negotiating Committee Employee representatives shall meet with Management on a needs basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

### **7.2. Workplace Representatives**

- 7.2.1. There will be a maximum of 4 Workplace Representatives who shall be nominated and voted upon by the representative workgroups and shall include at least 1 AWU member. Workplace Representatives will consult with and represent the interests of all Employees during communication, consultation and negotiation with Council on general human resource and industrial issues affecting individuals or groups of Employees.
- 7.2.2. The Workplace Representative/s shall keep the Chief Executive Officer informed of its membership and agreed operational details with the Chief Executive Officer and Managers. Management shall direct, where appropriate, relevant human resource/industrial issues to Workplace Representatives.

- 7.2.3. Council will recognise the role of the Workplace Representatives who shall be permitted to devote a reasonable amount of time to discuss allowable matters with full time Officers of the Union or Employees.
- 7.2.4. Individual Employees will have the right to call on a Workplace Representative to assist them or advocate on their behalf in their dealings with Management.
- 7.2.5. Workplace Representatives may request, on a case by case basis, to be informed of the nature of employment for any vacant or new position.

## **8. OBJECTIVES OF THIS 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 Council's Human Resource Management Policy Library contains policies and processes that guide Employee relations and Human Resource activities across Council with the objective of providing a fair, consistent, ethical and legally compliant approach to Human Resource Management.

### 8.5. Work Health Safety

The parties are committed to ensuring as far as reasonably practicable, that via a Management Systems Approach to Work Health Safety and Injury Management, Employees are provided with a safe and healthy work environment.

## 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 stances where Employees affected by the introduction of Significant Organisational Change.

10.2. Consultation in the above context requires the opportunity for views from the affected Employees prior to the final decision being taken in respect of the change.

10.3. 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.

10.4. There shall be no forced Redundancies occurring as a result of any change, including Significant Organisational Change, introduced as a result of this Agreement.

10.5. The Council shall consider practical ways of mitigating the adverse effects, if any, of the change on Employees through discussions involving the Employees and the Union. Without limiting the range of options, the mean 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 10.1
- Redeployment in accordance with Clause 10.2
- Targeted Voluntary Separation Package in accordance with Clause 10.3
- Negotiated Voluntary Separation Package in accordance with Clause 10.4



## 10.6. Natural Attrition

- 10.6.1. 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.
- 10.6.2. Where natural attrition does not occur, Council may offer redeployment or a Voluntary Separation Package in accordance with the provisions set out below.

## 10.7. Redeployment

- 10.7.1. It is the primary aim to redeploy Employees into alternative reasonable work of equal classification and status as their pre-redeployment position.
- 10.7.2. 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.
- 10.7.3. 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.

## 10.8. 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.

#### 10.9. 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 the overtime provision. 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.

#### 12.2. 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:
  - 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 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. Hours of Work

- 12.3.1. The Clause is designed to provide competitive flexibility in work practices (including hours of work) to meet the demands of peak and non-peak work or seasonal cycles and community demands including weather related events.
- 12.3.2. To this end the parties to this Agreement undertake that no Employee will unreasonably withhold their agreement to work flexible hours under this Clause. Any dispute resulting from the operation or implementation of this Clause will be dealt with under the Grievance Process of this Agreement.

### 12.3.3. Ordinary Hours

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

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

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

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

### 12.3.4. Rostered Day Off

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

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

- the RDO shall be on a designated day
- the Employee may (with 48 hours notice by Management) be required to work on the RDO
- where an Employee is required to work their RDO by Management the Employee can agree on a suitable date to take the RDO or be paid at overtime rates according to 6.3 of the Award.
- with the approval of Management an Employee may be permitted to bank up to 3 RDO's per annum providing that such RDO's are taken off at a time mutually agreed before the 30th June
- with the approval of Management and following 48 hours notice, the Employee may request the taking of a scheduled RDO on an alternate day within the pay period to facilitate flexible work practices
- any part of the RDO not taken at the 30th June will be paid out at ordinary time rates.

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

### 12.4. Flexible Hours

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

- seasonal work
- peak periods

- additional works / projects
- efficient completion of daily operations

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

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

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

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

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

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

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

## 12.5. Call-outs

12.5.1. Employee inclusion on the after-hours callout roster for essential services may be a mandatory requirement for both the Operational and Community Wastewater Management team members and will attract additional payment in accordance with the terms and conditions of this clause.

12.5.2. The after-hours callout roster shall be developed and agreed locally and meet the following objectives:

- The efficient operations of the business
- The satisfaction of the requirements of Council
- The achievement of an appropriate balance between work and family life for Employees

- Employees shall not be required to work unreasonable hours under the on-call arrangement.

#### 12.6. Stand-By Allowance

- 12.6.1. For the purpose of this clause, stand-by refers 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.
- 12.6.2. Employees identified as on call must make themselves available to attend call outs outside the ordinary hours Monday to Friday and all hours on weekends, public holidays and where applicable outside of normal working hours on a RDO.
- 12.6.3. It is expected that Employees on call are fit for duty in accordance with Council policy and associated processes. Employees who are identified on the roster as being on stand – by will receive the following payments
- 12.6.4. Stand- by Allowance
  - Monday – Friday \$31.74 per day
  - Saturday, Sunday and Public Holidays \$ 52.53 per day

#### 12.7. Payment to Attend Call-outs

- 12.7.1. If attendance at a call-out is required penalty provisions will apply as per Clause 6.3 of the Award.
- 12.7.2. If remote attendance is required following a SCADA page the Employee will be paid \$65.00 per SCADA page to cover a period of 2 hours to a maximum of \$400 in a 7 day period.  
For example, if pump station 1 triggers an event alarm and then pump station 3 triggers an event alarm, this shall be classed as 2 separate SCADA alarm pagers. Therefore, 2 SCADA call payments are paid independent of time period between calls. An exception shall be given if SCADA event alarms are triggered due to common power failure within numerous CWMS sites. Therefore, a single payment will be made for this type of event occurrence. As no site attendance is required, the requirement for an 8 hour break is not applicable.
- 12.7.3. If remote attendance requires the Employee to attend multiple (4 or more) SCADA event alarms within a 2 hour period the Employee will be considered in attendance and paid as per Clause 6.3 of the Award (instead of above) from the first SCADA event alarm to the last or until the call is handed over to another team member.
- 12.7.4. In situations where the first SCADA event alarm occurs after 4:30am Monday to Friday the Employee will commence their normal working hours. In such cases, the finish time will be adjusted to their normal workday. Any work performed outside of the ordinary working hours will be compensated at the applicable penalty rate.

#### 12.8. Additional Call-Out Provisions

- 12.8.1. Employees rostered on for call-out duty will be provided with a vehicle for temporary Commuter Use, whilst on Stand-By.

- 12.8.2. An Employee on the call-out roster who has attended a call-out is required to have an accumulated break of at least 8 hours between the termination of ordinary work on one day and the commencement of ordinary hours on the next day. Employees will not be required to recommence their ordinary hours in their substantive position until they have accumulated the required minimum break of 8 hours. The Employee will suffer no loss of ordinary time hours.

#### 12.9. Local Area Work Agreement (LAWA)

- 12.9.1. 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 to 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 documented and signed by the relevant work group, management and the Union.
  - Any LAWA agreed upon during the life of this Agreement shall be reviewed as part of the subsequent bargaining negotiations upon its expiration.
  - Both parties have the ability to request a review during the life of a LAWA

### 13. CONTRACT OF EMPLOYMENT

#### 13.1. Part-Time Employees

- 13.1.1. An Employee who performs work (less than 38 hours per week) on a regular weekly basis may be engaged as a regular part-time Employee.
- 13.1.2. Part-Time Employee are entitled to the prescribed benefits of a full-time Employee but on a pro-rata basis according to the normal weekly hours worked.
- 13.1.3. Part-Time Employees shall be entitled to overtime payments for work performed in excess of the daily hours prescribed in Clause 12.3 of this agreement.
- 13.1.4. By mutual agreement between the Employee and the Co-ordinator Operations hours in excess of the Employee's contracted hours may by mutual agreement be banked to be taken as time off at a mutually agreed time.

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

#### 13.3. Casual Employment

Casual Employees may be engaged in accordance with the Award. In circumstances where the duration of casual work exceeds 10 weeks the Supervisor

shall consult with the Workplace Representative prior to the Employee working beyond the 10 week limit.

#### 13.4. Fixed Term Employment

- 13.4.1. Council may engage Employees for a fixed term to cover special or additional projects/work and to cover the long-term absences of other Employees provided that any such fixed term is clearly identified at the time of engagement.
- 13.4.2. Council may engage an Employee in circumstances other than those provided for in a) where the employee agrees to employment for a fixed term.
- 13.4.3. 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.
- 13.4.4. Subject to the range and scope of existing services remaining unchanged, Council will maintain a core workforce of no less than 32 permanent positions for the duration of this Agreement.
- 13.4.5. Excluding Employees engaged for project related work the total number of fixed term contracts offered by Council shall not exceed 15% of the total number of permanent positions employed under this Agreement.
- 13.4.6. Upon appointing an Employee on a fixed term contract, Council shall notify the relevant Union forthwith as to:
  - The nature of the fixed term contract;
  - The duration of the fixed term contract.

#### 13.5. Vacant Positions

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

#### 13.6. Probationary Provisions

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

### 14. STARTING WORK – DEPOTS

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

### 15. USE OF RESOURCES

This Agreement provides an understanding and recognition by the parties regarding the need



for Council to provide cost-effective services to the community. The parties recognise that in this regard, Council work will continue to be undertaken by a mix of internal Council labour and external service providers. The parties acknowledge the right of Council and the

Corporate Management Team to make decisions relating to service delivery having regard to cost implications, efficiency and effectiveness of service delivery together with any other relevant considerations.

15.1. The use of outside service providers by Council will generally have at least one of the following characteristics:

- to supplement the Council labour force in the performance of seasonal, maintenance or other short-term work requirements
- to undertake new or renewable construction work and / or projects
- circumstances that require specialist skills, and / or the operation of plant and equipment not readily available through existing Council resources
- other Council operations as may be decided by Management.

15.2. Management will fully consult with relevant Employees and their representatives prior to the implementation of any significant change to existing working/ operational arrangements. In particular the Agreement requirements pursuant to Clause 10 (Introduction of Change) and Clause 16 (Separation Packages) are acknowledged as being relevant and applicable to the change process.

## **16. 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.

16.1. 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

16.2. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.

16.3. 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

16.4. 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 16.6 and clause 16.9.

- 16.5. 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.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.
- 16.9. 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 16.7 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.
- 16.9.1. 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.
- 16.9.2. 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.
- 16.9.3. This clause is to be read in conjunction with Clause 7.2 Sick Leave and 7.5 Carer's Leave of the Award.
- 16.10. 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.

## **17. BLOOD DONOR LEAVE**

- 17.1. 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.
- 17.2. 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.

## **18. CULTURAL LEAVE**

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

## **19. COMPASSIONATE LEAVE**

- 19.1. 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 16.3) 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.
- 19.2. An Employee may access unpaid Compassionate Leave by agreement with their Supervisor

## **20. PAID PARENTAL LEAVE**

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

- 20.1. Where an Employee (excluding those under casual employment terms and conditions), being the primary caregiver 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.
- 20.2. Where an Employee (excluding those under casual employment terms and conditions), being the non-primary caregiver of the child, can demonstrate they are the parent to a newborn child under the age of one (1) year, they shall be granted 4 weeks paid parental leave.
- 20.3. Full pay for the purposes of primary 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.

- 20.4. 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.
- 20.5. Paid primary 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
- 20.6. Years of service with other South Australian Local Government bodies will be recognised in determining the entitlement.
- 20.7. Any public or other statutory holiday that falls within the period of parental leave shall be counted as a day of parental leave.
- 20.8. Absence from work during paid parental leave shall count as service for the purposes of Trusted Personal Leave, Annual Leave and Long Service leave.
- 20.9. 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.
- 20.10. Access to the Paid Parental Leave provisions under this clause are available once in every two (2) year period per eligible Employee.

## **21. 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.

- 21.1. 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.

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

- Spouse or former spouse
- De Facto partner or former de facto 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.

### 21.3. 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.

### 21.4. 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.

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

### 21.6. 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.

### 21.7. 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.

### 21.8. 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.

## **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 7 years' service, in periods of at least 2 weeks.

22.3. An Employee may take Long Service after 7 years of service in the following manner:

- half pay, thus doubling the period of leave taken;
- double pay, thus halving the period of leave taken;
- "cashing out" part of their accrued leave (subject to approval by the Director or Chief Executive Officer taking account of budgetary constraints and claims made);
- or taking the leave as normal.

## **23. GRACE DAY**

23.1. This clause provides for 1 Grace Day for all full time and part time Employees employed under this Agreement, excluding casual Employees, and is provided in addition to other leave entitlements. A Grace Day for part time Employees will be based on their documented or contracted hours and their agreed and documented days of work.

23.2. In the main a Grace Day is to be taken annually between Christmas and New Year and will not be cumulative.

23.3. Both parties agree that a reasonable level of staffing will be maintained during the Christmas to New Year period to attend to basic levels of service.

23.4. If a fulltime Employee is directed/rostered to work on a Grace Day the Employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day at an alternative time in negotiation with their Supervisor but in all cases the day granted in lieu must be taken by 30 June of the following year.

23.5. If a part time Employee is directed/rostered to work on a Grace Day the Employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day (calculated in proportion to the hours worked) at an alternative time in negotiation with their Supervisor but in all cases the day granted in lieu must be taken by 30 June of the following year.

23.6. An Employee who applies for and is granted sick/carers leave or is on any form of parental leave for any of the days that fall between Christmas and New Year's Day the Employee will not be entitled to a day off or time in lieu of a Grace Day.

## **24. STUDY LEAVE**

24.1. Study Leave may be granted at the discretion of Council to an Employee where the proposed course of study will directly benefit the Employee in the performance of their present position or in developing their career path, in accordance with Council's Policy. An Employee has the option to:

- take up to 5 hours paid study leave per week, provided that where practicable the Employee undertakes equal course time in his or her own time and the course directly relates to the Employees present position; or
- take up to 2 days per financial year where the course relates to the Employee's career in Local Government; or
- seek reimbursement for part or all fees relating to courses which may be mutually beneficial to the Employee and Council.

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

24.2. 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.

24.3. 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.

## **25. GRIEVANCE PROCESS**

25.1. In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following process shall apply:

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

25.1.2. 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.

25.1.3. 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.

25.1.4. If the matter is not resolved at this stage, the Employee (and the Workplace Representative if desired) may refer the matter to the Chief Executive Officer. The Employee may involve the Union Industrial Officer at this stage.

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

25.2. 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.

25.3. 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.

25.4. Enterprise Bargaining Agreement Dispute Resolution

25.4.1. In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Negotiating Committee shall discuss the matter with Management, with the view to adopting an appropriate course of action to resolve the matter.

- 25.4.2. Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council, Workplace Representatives and the Union on behalf of the Council Employees.
- 25.4.3. 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.

## **26. DISCIPLINARY PROCESS**

Performance management, discipline and dismissals

- 26.1. The parties agree that management of performance will occur in the workplace through establishment of management systems of accountability including formal annual performance and development appraisal of individual Employees, in accordance with Council Policy.
- 26.2. From time to time direct line managers will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 26.3. Prior to a decision being taken by Management to implement formal disciplinary procedures the poor performance will have been informally addressed with the Employee and where there has been little or no improvement in performance the formal disciplinary process may be implemented.
- 26.4. The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified and represents a serious step for the Employer to take in the management of individual performance.
- 26.5. Council's performance management process including formal disciplinary procedures is outlined in the *Performance Management Process*.

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

### **26.5.1. STEP ONE First Formal Warning**

- 26.5.1.1. The Employee will be notified of the time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the Employee has the right to representation.
- 26.5.1.2. At the Counselling Meeting, the Employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 26.5.1.3. Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
- 26.5.1.4. Strategies will be jointly developed to provide support and guidance to the Employee which may involve a series of one to one meetings, training or any other methods that may assist the Employee to redress the poor performance.
- 26.5.1.5. A date will be set for review.
- 26.5.1.6. Notes of the meeting will be kept and filed on the Employee's personnel



file and the Employee will receive a letter confirming that a First Formal Warning has been issued. The letter should outline the reason for the First Formal Warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

#### 26.5.2. STEP TWO Review/Second Formal Warning

- 26.5.2.1. At the time of the review (as in 25.5.1.5 above), the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately or alternatively remain on record for no more than 12 months.
- 26.5.2.2. If some improvement in performance has been achieved the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- 26.5.2.3. Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
- 26.5.2.4. The Employee will again be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 26.5.2.5. The Employee should fully understand the seriousness of the situation and that the formal action, should performance concerns not be redressed, will lead to termination of employment.
- 26.5.2.6. Once again strategies should be jointly developed to provide support and guidance to the Employee to assist the Employee to redress the poor performance.
- 26.5.2.7. A date will be set for review.
- 26.5.2.8. As previously, notes of the meeting will be kept and filed on the Employee's personnel file and the Employee will receive a letter confirming that a Second Formal Warning has been issued. The letter should outline the reason for the Second Formal Warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.

#### 26.5.3. STEP THREE Review/Termination

- 26.5.3.1. As with Step Two, the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case, all records in relation to this matter may be removed from the personnel file immediately, or alternatively, remain on record for no more than 12 months.
- 26.5.3.2. Performance may have improved; however it is viewed that ongoing formal processes should be left in place and a further review date established.
- 26.5.3.3. Should it be determined that performance has not improved and that termination of employment is warranted, then the Employee will be made fully aware of the matters regarding performance

which have led to the termination. Termination of employment will be confirmed in writing.

#### 26.5.4. Summary Dismissal

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

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

26.6. This Clause does not apply to probationary Employees.

### 27. POOR PERFORMANCE PROCESS

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

### 28. WAGE ADJUSTMENTS

28.1. Increases provided for under the Agreement shall be:

- 6.0 % from the 1st pay period commencing on or after the 23 August 2023.
- A further increase of 4.5 % 12 months from the 1st pay period commencing on or after the 23 August 2024.
- A further increase of 4.5 % or CPI, whichever is lower, 12 months from the 1st pay period commencing on or after the 23 August 2025. (CPI will be calculated according to South Australian June 2025 quarterly notice)

28.2. Employees covered by this Agreement shall receive income protection insurance through the Local Government Risk Services Scheme for Local Government Employees. The terms and conditions of the insurance policy shall be determined by the insurer; however, the premium shall be paid by the Employer.

During a claim for income protection, all periods of absence shall not be counted towards service but shall not break service. As such, the Employee shall not accrue Annual Leave or Sick Leave. Accrual for Long Service Leave and payments for Superannuation shall continue during the claim period.

28.3. The meal allowance prescribed by clause 5.3.5 of the Award shall increase to \$24.43

28.3.1. From the 1st pay period commencing on or after the 23 August 2023.

28.3.2. A further increase of 4.5% 12 months from the 1st pay period commencing on or after the 23 August 2024.

28.3.3. A further increase of 4.5 % or CPI, whichever is lower, 12 months from the 1st pay period commencing on or after the 23 August 2025.

## **29. ABSORPTION OF WORK-RELATED ALLOWANCES**

29.1. The following allowances have been absorbed and incorporated into the previous enterprise agreement, The Barossa Council AWU Enterprise Agreement 2020, effective 16 June 2020. Therefore, these allowances shall not be payable or separately compensated under the terms of the Award:

- 29.1.1. Burning Off Grass
- 29.1.2. Cleaning Public Lavatories
- 29.1.3. First Aid Attendant
- 29.1.4. Disability Allowance
- 29.1.5. Handling Money on Behalf of Employer
- 29.1.6. Removal of Dead Animals
- 29.1.7. Confined Spaces
- 29.1.8. Portable Woodchipping Machine
- 29.1.9. Fertiliser Spreading
- 29.1.10. Height Allowance
- 29.1.11. Toxic Substances
- 29.1.12. Driving and Towing Allowances
- 29.1.13. Wet Work
- 29.1.14. Tool Allowance
- 29.1.15. Plumbing (Trade) Allowances.

## **30. SUPERANNUATION**

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

30.1. 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.

30.2. The opportunity to switch funds shall be provided for once per year.

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

30.4. The amount of the Employer superannuation contribution will be:

30.4.1. For each employee who is making "Salarylink Contribution" to Hostplus:

- 3% of the employee's salary (or as amended); and
- Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Hostplus 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 Contribution" has the meaning given to that term under the Trust Deed. It is noted that Salarylink is a defined benefit and is no longer available to new members.

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

30.4.2. 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.

30.5 Salary sacrificing of superannuation contributions shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

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

### **31. SALARY SACRIFICE**

31.1. 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.

31.2. The application shall be in writing and detail the amount of salary to be sacrificed to superannuation.

31.3. 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.

31.4. 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.

31.5. 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.

### **32. INCOME PROTECTION INSURANCE**

32.1. 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.

32.2. 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.

### **33. JOURNEY INSURANCE**

Employees covered by this Agreement shall receive 24 hour journey accident insurance whilst the Employee is engaged in travel associated with work or training through Local Government Risk Services or any other insurer that the parties agree on.

### **34. CLASSIFICATION STRUCTURE**

A classification structure for staff covered under this Agreement will be developed by Council in consultation with Employees, The Australian Workers Union (AWU), and relevant experts as necessary within twelve (12) months from the date of ratification. The aim of the classification structure is to guarantee that all employees are accurately and fairly classified based on their duties, responsibilities, and qualifications, as well as to facilitate career progression.

### **35. NEGOTIATION OF FURTHER AGREEMENT**

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

### **36. NO FURTHER CLAIMS**

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

The Enterprise Agreement shall not preclude increases granted by a State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases.

### 37. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of The Barossa Council by Joanne Moen, Acting Chief Executive Officer:

Signature 	(Witness) 
Full Name: JOANNE MOEN	Narelle Lane
Date: 6/9/23	Date: 6/9/23

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

Signature 
Full Name: David Kemble
Date: 5-9-2023

Signature 
Full Name: Jayme Iers
Date: 6-9-2023

Signature
Full Name:
Date:

Signature
Full Name:
Date:

Signed for and on behalf of the Australian Workers Union by ... PETER LAMPS ...  
Position Title: STATE UNION SECRETARY

Signature 	(Witness) 
Full Name: PETER LAMPS	Shane Karger
Date: 12/9/23	Date: 12-9-23

APPENDIX A – PAY SCHEDULE

# The Barossa Council

## SCHEDULE FOR MUNICIPAL EMPLOYEES

Enterprise Agreement rates effective from the first pay period commencing on or after 23 August 2023

		EB RATES EFFECTIVE 16/6/2022	6.0% INCREASE EFFECTIVE 23/08/2023	GROSS PER F/NIGHT
CLASSIFICATION				
<b>Grade 1</b>	1st Year	1064.0000	1127.8400	2255.6800
	2nd Year	1077.0900	1141.7154	2283.4308
	3rd Year	1089.9100	1155.3046	2310.6092
<b>Grade 2</b>	1st Year	1105.2000	1171.5120	2343.0240
	2nd Year	1118.3000	1185.3980	2370.7960
	3rd Year	1131.1500	1199.0190	2398.0380
<b>Grade 3</b>	1st Year	1147.4200	1216.2652	2432.5304
	2nd Year	1160.5100	1230.1406	2460.2812
	3rd Year	1173.3700	1243.7722	2487.5444
<b>Grade 4</b>	1st Year	1198.3800	1270.2828	2540.5656
	2nd Year	1211.5000	1284.1900	2568.3800
	3rd Year	1224.2900	1297.7474	2595.4948
<b>Grade 5</b>	1st Year	1233.2900	1307.2874	2614.5748
	2nd Year	1246.4000	1321.1840	2642.3680
	3rd Year	1259.2700	1334.8262	2669.6524
<b>Grade 6</b>	1st Year	1263.1600	1338.9496	2677.8992
	2nd Year	1276.2200	1352.7932	2705.5864
	3rd Year	1289.0900	1366.4354	2732.8708
<b>Grade 7</b>	1st Year	1293.0100	1370.5906	2741.1812
	2nd Year	1306.0900	1384.4554	2768.9108
	3rd Year	1318.9200	1398.0552	2796.1104
<b>Grade 8</b>	1st Year	1320.4200	1399.6452	2799.2904
	2nd Year	1333.5100	1413.5206	2827.0412
	3rd Year	1346.3400	1427.1204	2854.2408
<b>AWU SPECIAL RATES FOR TEAM LEADERS/SUPERVISORS</b>				
<b>ME.200</b>		1646.6800	1745.4808	3490.9616



# The Barossa Council

## SCHEDULE FOR MUNICIPAL EMPLOYEES

Enterprise Agreement rates effective from the first pay period commencing on or after 23 August 2024

		EB RATES EFFECTIVE 23/08/2023	4.5% INCREASE EFFECTIVE 23/08/2024	GROSS PER F/NIGHT
CLASSIFICATION				
<b>Grade 1</b>	1st Year	1127.8400	1178.5928	2357.1856
	2nd Year	1141.7154	1193.0926	2386.1852
	3rd Year	1155.3046	1207.2933	2414.5866
<b>Grade 2</b>	1st Year	1171.5120	1224.2300	2448.4601
	2nd Year	1185.3980	1238.7409	2477.4818
	3rd Year	1199.0190	1252.9749	2505.9497
<b>Grade 3</b>	1st Year	1216.2652	1270.9971	2541.9943
	2nd Year	1230.1406	1285.4969	2570.9939
	3rd Year	1243.7722	1299.7419	2599.4839
<b>Grade 4</b>	1st Year	1270.2828	1327.4455	2654.8911
	2nd Year	1284.1900	1341.9786	2683.9571
	3rd Year	1297.7474	1356.1460	2712.2921
<b>Grade 5</b>	1st Year	1307.2874	1366.1153	2732.2307
	2nd Year	1321.1840	1380.6373	2761.2746
	3rd Year	1334.8262	1394.8934	2789.7868
<b>Grade 6</b>	1st Year	1338.9496	1399.2023	2798.4047
	2nd Year	1352.7932	1413.6689	2827.3378
	3rd Year	1366.4354	1427.9250	2855.8500
<b>Grade 7</b>	1st Year	1370.5906	1432.2672	2864.5344
	2nd Year	1384.4554	1446.7559	2893.5118
	3rd Year	1398.0552	1460.9677	2921.9354
<b>Grade 8</b>	1st Year	1399.6452	1462.6292	2925.2585
	2nd Year	1413.5206	1477.1290	2954.2581
	3rd Year	1427.1204	1491.3408	2982.6816
<b>AWU SPECIAL RATES FOR TEAM LEADERS/SUPERVISORS</b>				
<b>ME.200</b>		1745.4808	1824.0274	3648.0549

# The Barossa Council

## **SCHEDULE FOR MUNICIPAL EMPLOYEES**

Enterprise Agreement rates effective from the first pay period commencing on or after 23 August 2025

The pay rates effective from the first pay period commencing on or after

23 August 2025 will be 4.5% or CPI, whichever is lower.

CPI will be based on SA reports in the June 2025 update.