

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02477

Applicant Adelaide Plains Council, Bradley Norman, Scott Woodcock, Daryl Standley, Australian Workers Union (SA)

Other parties

Linked case(s)

Orders - Approval of Enterprise Agreement Adelaide Plains Council Outdoor Employee Relations Agreement 2020

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 31 July 2020 and have a nominal life extending to 30 June 2021.

A handwritten signature in blue ink, appearing to read 'A Cairney', is positioned above the Commissioner's name.

Commissioner Cairney

31 Jul 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS





**Adelaide Plains Council
Outdoor Employee Relations Agreement 2020**

PREAMBLE

This Agreement is to be known as the Adelaide Plains Council Outdoor Employee Relations Agreement 2020 and is to be read in-conjunction with the Local Government Employees Award (as amended) and is the main industrial instrument to cover Outdoor employees of the Adelaide Plains Council excluding the Chief Executive Officer, General Managers that are on common-law fixed term contracts and administrative employees covered by the South Australian Municipal Salaried Officers Award.

Section 1 Administration

- 1. Definitions**
- 2. Parties Bound**
- 3. Period of Operation**

Section 2 Employee Relations

- 4. Consultative Mechanisms**
- 5. Employment**
- 6. Employee Security**
- 7. Training**
- 8. Code of Conduct**
- 9. Best Practice**
- 10. Performance & Development**
- 11. Work Health Safety and Return to Work**
- 12. Dispute Resolution**
- 13. Local Area Workplace Agreement (LAWA)**

Section 3 Conditions of Employment

- 14. Sick/Family Leave**
- 15. Superannuation**
- 16. Salary Sacrificing**
- 17. Work Flexibility**
- 18. Income Protection**
- 19. Wage Increases**
- 20. Study Leave**
- 21. Hours of Work**
- 22. Annualisation of Work-Related Allowances**
- 23. Classification Structure**

Signatures

- Schedules**
- 1. Span of Work Days for Patrol Grading**
 - 2. Infrastructure Grading Services Structure**

SECTION 1 – ADMINISTRATION

1. DEFINITIONS

Act - means the *Fair Work Act 1994* (SA).

Agreement - means the Adelaide Plains Council Outdoor Employee Relations Agreement 2020.

Award - Local Government Employees Award – as amended.

Consultation - is a process for Council and employee engagement that seeks to inform and provide opportunity for feedback on decisions affecting the workplace.

Council - means the Adelaide Plains Council.

De facto Spouse - means a person who lives with the Employee on a genuine domestic basis although not legally married to the Employee.

Employee - means an Employee of the Adelaide Plains Council who performs work in accordance with the duties outlined in this Agreement.

Employer - means the Adelaide Plains Council.

Immediate Family or Household Member - means the Employee's partner, child, parent/guardian, grandchild, grandparent or sibling or the child, parent, grandchild, grandparent or sibling of the Employee's partner.

Parties - mean the Adelaide Plains Council, its Outdoor Employees and the Amalgamated AWU (SA) State Union (AWU).

Redundancy - means the loss of employment due to the employer no longer requiring the job the Employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

Employee Bargaining Representatives - a working party consisting of up to one (1) to two (2) representatives from each departmental workgroup and one (1) management representative.

Statewide Super - means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.

Superannuation - contributions means:

- (a) Contributions, which the Employer is required to pay under the terms of the rules governing the Statewide Superannuation Scheme;
- (b) Contributions, which the Employer must pay to superannuation fund in respect of the Employee in order to avoid the imposition of superannuation guarantee charge, under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

Union - means the Amalgamated AWU (SA) State Union (AWU)

Unduly Restrictive - means where there are less than three (3) internal Employees qualified and/or capable of being able to perform the essential functions of the vacant position.

Workplace Representative - means a person nominated by an Employee to represent their interests who has been either formally elected by Union members or nominated by an individual Employee.

Compulsory Shutdown – Council endorsed closure of Council operations that occurs in December and January annually

2. **PARTIES BOUND**

This Agreement is binding on

- The Adelaide Plains Council;
- the Amalgamated AWU (SA) State Union; and
- Employees engaged by the Adelaide Plains Council who perform duties under this Agreement.

3. **PERIOD OF OPERATION**

This Agreement shall commence from the first pay period after 1 July 2020 and remain in force until 30 June 2021 or until such time as a new agreement is lodged. Renegotiation of this Agreement shall commence no later than six (6) months prior to its expiry date.

SECTION 2 – EMPLOYEE RELATIONS

4. CONSULTATIVE MECHANISM

- 4.1 The parties recognise the need to maintain a workplace culture, based on care, trust, respect and empathy towards each other.
- 4.2 The parties agree to continue to work in partnership and cooperation with each other and to focus on a culture of 'Employee Relations' in which consultation is essential to workplace improvement.
- 4.3 Effective consultation is based upon a well-developed, honest and open communication strategy, which involves a systematic approach to communication involving all parties.
- 4.4 Effective communications will continue to be enhanced during the term of this Agreement by all parties.
- 4.5 Consultation with all employees will be a core feature of the organisational culture of Council. Where appropriate, the first point of consultation shall be employees.
- 4.6 Where Council undertakes to investigate in detail the feasibility of making changes in function, organisational structure or resource sharing with other Councils and which would impact on employees, Council shall consult with those employees likely to be affected in accordance with this agreement and internal consultation policies.
- 4.7 Employees acknowledge that the effective implementation of consultation and employee relations requires their active participation and commitment to the agreed consultation process and its objectives.
- 4.8 Council is committed to ensuring that there is an opportunity for employees to be involved and express their opinions on matters which are likely to have a significant effect on the work place and their jobs and is, therefore, committed to the consultation process.

5. EMPLOYMENT

5.1 Recruitment

Subject to overall suitability for the position Council will have preference for internal applicants in recruitment and promotion. Where the selection of internal applicants is unduly restrictive the position will be advertised both externally and internally. Any internal applicant who meets the prescribed criteria for the position will be afforded an interview.

Councils Human Resources policies and procedures shall include:

- Principles of selection,
- Advertising of positions,
- Selection process, and
- Selection panel.

Before any position is advertised, a job description will be developed and the classification level assessed.

5.2 Reclassification

Any written request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application. The date of reclassification shall take place from the date of receipt of the application.

The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

Any employee not satisfied with the determination must follow the Grievance/Dispute Resolution Procedure outlined in Clause 12 of this agreement.

5.3 Fixed Term Contracts

Permanent employment will be preferred and fixed term contracts may only be used for genuine circumstances such as project work, periods of leave, transitional periods or externally funded positions.

6. EMPLOYEE SECURITY

Council undertakes that there will be no forced redundancies.

Council recognises that employees are its most important resource in the provision of services to the community. Council recognises the commitment and loyalty of its employees and is committed to providing stable, long term, secure employment for its staff. Where an organisational re-structure is identified, Council will advise each employee and their representatives of the effect of the change and the likely impact on their employment at the earliest possible stage.

Council shall consider practical ways of mitigating the adverse effects of change on employees through the consultation process. Without limiting the range of options for consideration the discussions may cover transferring to alternative, available suitable work, re-training, or a negotiated Voluntary Separation Package (VSP).

The means of adjustment in situations where organisational change results in positions no longer required will be dealt with in the following way:

- Natural attrition;
- Redeployment to a position of the same classification level;
- Redeployment to a position of lower classification level with income maintenance; or
- Voluntary Separation Package.

6.1 Redeployment

It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position. After examining all options, if it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level on the following basis:

6.1.1 All parties must agree to the redeployment;

6.1.2 The employer will, as a matter of priority, provide induction and training to assist the redeployment; and

6.1.3 The employee's salary shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level which may include other employee benefits attached to the former position.

6.2 Voluntary Separation Packages (VSP)

An employee may seek a VSP at any stage of the process in writing to Management. At all times any VSP will be mutually agreed by the parties to this Agreement.

6.3 Co-operative Work Review

The purpose of the Co-operative Work Review is to promote and continuously develop a culture within Council which is aimed at employees and management working together cooperatively to improve organisational effectiveness and service delivery. Management and Employee Representatives involved in such review processes and the review arrangements will be by agreement between the Chief Executive Officer and the employees within the particular work group.

Before any review commences, Council will advise the AWU of details of the review, including the work groups involved, the process to be used and any other relevant details.

The process should consider the following issues within the first 12 months of the Agreement and wherever possible implementation of agreed changes arising from the review should occur at the earliest practicable date:

6.3.1 To consider means whereby services provided by Council can be improved.

6.3.2 Having regard to Clause 21 of this agreement to consider the potential to improve overall efficiency and effectiveness providing more varied and meaningful work for employees through redesigning of positions and/ reviewing the way in which work is performed.

6.3.3 The review process should identify the productivity benefits to be derived through any proposed changes and give consideration to other significant implications such as training, multi-skilling and re-classifications.

6.3.4 To consider the means whereby communication and consultative processes between management and employees may be enhanced.

6.3.5 The potential for the application of participative measures within the various departments of Council and to identify the benefits which would be expected to eventuate.

6.3.6 The review and development of job descriptions for all positions, incorporating agreed relevant standards of performance:

(1) To identify and consider those tasks carried out by Council which may reasonably be the subject of performance indicators.

(2) The Co-operative Work Review process may include proposals regarding the adoption of appropriate performance indicators which, where practicable, have regard to 'best practice' benchmarking in other Councils and/or other relevant areas for comparison.

7. TRAINING

- 7.1 All parties are committed to enhancing the skills of the workforce through the provision of induction, training and development, both internal and external and will support and encourage employees who undertake private study, having regard to Clause 20.
- 7.2 Council acknowledges the necessity and benefits of employee induction, training and development in meeting its strategic objectives. It recognises that participation in training and development programs should result in a multi-skilled workforce which has the potential to improve the employee's personal and professional development.
- 7.3 The Training Plan will take in to account the skills enhancement of the employee and organisational needs and will ensure that all employees have a fair and equitable opportunity to attend training in accordance with budgetary requirements.
- 7.4 All parties acknowledge and accept that WHS&RTW training is essential and that active participation in this training and development will be embraced.
- 7.5 Council aims to demonstrate its commitment to training and development by ensuring practicable access to a wide range of relevant, specialised training and development opportunities where identified.
- 7.6 Council and employees acknowledge that the following principles should apply to the implementation of Council's Training Plan:
- 7.6.1 All employees should have the right to access and receive appropriate induction, training and development to enable them to undertake duties for which they are appointed.
 - 7.6.2 The training and development needs of employees should be addressed regularly in the normal course of supervision and during the Performance Development and Review process.
 - 7.6.3 Priority should be given to training and development which improves the skills and expertise of employees.
 - 7.6.4 Training and development should seek to address best practice principles.
- 7.7 Employees are willing to undertake suitable training and development with the view to Council and employee personal and professional development.
- 7.8 Required training and development outside of ordinary hours shall be by mutual agreement, be paid at time and a half, or may be taken as time in lieu.

8. CODE OF CONDUCT

- 8.1 All parties agree to comply with the provisions of the '*Code of Conduct for Council Employees Section 110 of the Local Government Act 1999*', and any future revisions.

9. BEST PRACTICE

- 9.1 The parties to this Agreement will continue their commitment to becoming a Best Practice Council. This will be reflected in a positive, multi-skilling and flexible management culture recognising the value of employees within Council.

- 9.2 Council and employees are committed to a 'Best Practice' approach ensuring services:
 - 9.2.1 Offer the best quality and value for money;
 - 9.2.2 Are responsive to community needs;
 - 9.2.3 Are accessible to all stakeholders;
 - 9.2.4 Show continuous improvement;
 - 9.2.5 Are reported regularly to the community on how each service measures up against Best Practice Principles.
- 9.3 Best Practice Principles will include:
 - 9.3.1 Methods of operation which achieve exemplary levels of performance;
 - 9.3.2 Operations adaptable to new demands;
 - 9.3.3 Effective and responsive service delivery.
- 9.4 Council shall have regard to factors which include:
 - 9.4.1 Consistency and relevance to Strategic, Long Term Financial and Annual Business Plans;
 - 9.4.2 Reviewing quality of service provision against like-minded service providers;
 - 9.4.3 Community expectations and values;
 - 9.4.4 Potential for arrangements with other Councils, government agencies; community groups and the private sector.
- 9.5 Council will provide the opportunity to allow employees to undertake research involved in Best Practice and determining Key Performance Indicators.
- 9.6 Employees will commit to multi-skilling within the organisation within the scope of their classification and abilities.
10. **PERFORMANCE & DEVELOPMENT**
- 10.1 All parties are committed to a positive system of performance development and review, ensuring all employees are provided with effective feedback on their job performance and Councils core values, as well as identifying training and development opportunities.
- 10.2 The mutual success of the Performance, Development and Review process will be judged by:
 - 10.2.1 The total commitment by employees and management to the process;
 - 10.2.2 A genuine acceptance of any conclusions from the process;
 - 10.2.3 Preparedness to correct any adverse issues identified during the process;
 - 10.2.4 The active participation by employees in the process and any agreed outcomes.
- 10.3 Should the process identify the need for an employee to undertake further training and development then this will be considered as part of Councils Training Plan.
- 10.4 The Performance Development and Review process will include reference to the following points:
 - (1) Core values;
 - (2) Efficiency in completing tasks;

- (3) Effectiveness as a team member;
- (4) Dealing with other stakeholders and perceptions by those stakeholders;
- (5) Commitment to continuous improvement, including training and development;
- (6) Responsibility for plant and equipment including personal protective equipment;
- (7) Actions in accordance with Council's Strategic & Long Term Financial Plan and Annual Business Plans.

11. **WORK HEALTH SAFETY AND RETURN TO WORK**

11.1 Council acknowledges its duty of care to employees and its obligation to providing a safe working environment which complies with the legislative requirements of the current WHS Act and Regulations.

11.2 Employees acknowledge that they have duties under WHS&RTW legislation and agree to abide by the requirements of that legislation and Council's policies and associated procedures at all times.

11.3 Employees acknowledge their individual responsibilities for WHS and that of others as follows:

While at work, an employee must—

- 11.3.1 Take reasonable care for his or her own health and safety;
- 11.3.2 Take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons;
- 11.3.3 Comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person to comply with the WHS Act and Regulations;
- 11.3.4 Co-operate with any reasonable policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers;
- 11.3.5 Use safety devices and protective equipment correctly and in accordance with manufacturers and Councils policies and associated procedures;
- 11.3.6 Report and make recommendations necessary to eliminate or minimise hazards within the workplace regarding tasks, working conditions, chemicals and plant and equipment;
- 11.3.7 Report any incident, injury or near miss which arises in the course of their employment;
- 11.3.8 Maintain work areas in a safe condition;
- 11.3.9 Ensure they do not allow the consumption of alcohol or drugs, either illicit or prescribed, to endanger their own safety or that of others;
- 11.3.10 Not interfere with, remove or displace any safety guards, safety devices or protective equipment unless it is as part of an approved maintenance or repair procedure; and
- 11.3.11 Elect Work Health, Safety Representatives, where required.

12. DISPUTE RESOLUTION

12.1 General

The procedures below are established and agreed to between the parties in order to minimise the effects of industrial disputes and are entered into as a measure and commitment to this effect without limiting the rights of any party. At all stages the parties to the dispute shall endeavour to resolve the matter promptly, and shall endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions except where justified on the grounds of WHS&RTW, and no party shall be prejudiced as to the final settlement by the continuance of work in accordance with this Clause.

- Stage 1 The Employee will contact their Line Manager and attempt to resolve the dispute at that level. If the Employee wishes, they may involve a Workplace Representative in attempting to resolve the dispute. Conversely, Line Managers should seek to resolve any dispute with the Employee concerned..
- Stage 2 If the dispute is not settled at Stage 1, the Employee (and their Representative if desired) or Line Manager may discuss the matter at a mutually convenient time with the relevant General Manager.
- Stage 3 If the dispute is not settled at Stage 2, the employee (and their Representative if desired) may refer the matter to the Chief Executive Officer. The Employee may involve a Union Industrial Officer at this stage.
- Stage 4 If the dispute is not settled at Stage 3, and if Council considers it appropriate, additional assistance may be sought from the LGA or an alternate third party in order to settle the matter.
- Stage 5 If the dispute is not settled at Stage 4, either party may refer the matter to the South Australian Employment Tribunal for conciliation and/or arbitration.

Where practicable every effort will be made to ensure that Stages 1, 2 and 3 will be addressed within ten (10) business days.

Nothing contained within 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/dispute resolution process.

12.2 Dispute Arising from this Agreement

- 12.2.1 In the event of any dispute arising from the implementation of this Agreement, the Employee Bargaining Representatives shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 12.2.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiations between the Management of Council,

Employee Bargaining Representatives and the Union, on behalf of Council Employees.

- 12.2.3 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.

13. LOCAL AREA WORKPLACE AGREEMENT - (LAWA)

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

- 13.1 The LAWA should be utilised to facilitate and assist the specific work group become more effective in the performance of their role.
- 13.2 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.
- 13.3 The LAWA will be documented as a Schedule to this Agreement with consequential variation of this Agreement.
- 13.4 The LAWA will be submitted to the South Australian Employment Tribunal for approval, certification and as a variation to this Agreement.

SECTION 3 – CONDITIONS OF EMPLOYMENT – GENERAL

14. SICK LEAVE /FAMILY LEAVE

Subject to the following conditions an employee may access their sick leave entitlement for reasons of urgent personal need:

- 14.1 Full-time employees shall be entitled to ten (10) days annually with Part-time employee's entitlement pro-rated according to hours worked. There will be an accrual of unused sick leave from year to year. For the purpose of this Agreement a day shall mean 7.6 hours. Actual sick leave shall be debited in accordance with the number of hours taken.
- 14.2 An employee shall be allowed a maximum aggregate of three (3) days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered day off, or where both the days preceding and following a weekend are taken off duty, a prescribed medical certificate shall be submitted by the employee where requested by the employer.
- 14.3 An employee may be permitted up to three (3) days per annum from their sick leave entitlement for urgent personal need. However, if preferred or required an employee may access any accrued leave which they have available for the purpose of urgent family or personal need.
- 14.4 Whenever possible, leave under this Clause shall be sought and approved prior to the actual taking of the leave. When not possible, the employee will notify their Line Manager of their absence as soon as practicable.
- 14.5 A prescribed medical certificate may be required to qualify for payment for the leave in respect of sick leave, family or personal leave in accordance with Part 7 of the Award.
- 14.6 Nothing in this clause prevents the CEO from granting leave for an employee in circumstances of exceptional need or shall have the effect of reducing the entitlements provided for in the Award.
- 14.7 Where Council has well founded concerns regarding an employee's health and welfare and their physical capacity to perform all aspects of their appointed position, then Council may request the employee to undergo a relevant medical examination by a medical practitioner of mutual choice with costs met by Council.
- 14.8 In circumstances where the medical advice concludes that the employee is unfit for work and unlikely to recover to be able to fulfil the position for which they are employed then Clause 6 of this Agreement should be considered concerning the employee's future.

15. SUPERANNUATION

Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, all

contributions will be paid to Statewide Superannuation Pty Ltd ABN 62 008 099 223 (AFSL 243171) Trustee and RSE Licensee of Statewide Superannuation Trust ABN 54 145 196 298 (Statewide Super).

The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to Statewide Super or its successor:
 - (i) 3% of the Employee's salary (or as amended); and
 - (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
 - (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee."Salarylink Contributions" has the meaning given to that term under the Trust Deed.
- (b) For each other Employee:
 - (i) 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
 - (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

Salary sacrificing 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.

16. SALARY SACRIFICING

Subject to the following conditions an employee request to salary sacrifice must be in writing and detail the amount of salary to be sacrificed to make additional contributions to their selected superannuation fund.

- 16.1 It is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 16.2 The employee's substantive gross salary for all purposes, including, but not limited to, annual leave, annual leave loading shall be the pre-sacrificing salary.
- 16.3 Any such arrangement shall be by mutual agreement between each individual employee and management, provided that approval by management shall not be unreasonably withheld.

- 16.4 The application shall be in writing on the relevant superannuation fund form and shall detail the percentage of salary to be salary sacrificed, together with a statement that the 'cash' component is adequate for their on-going living expenses. The remaining 'cash' component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee.
- 16.5 Each employee may only review and alter the percentage of salary to be sacrificed once per financial year. However, consideration will be given at other times if circumstances warrant. These arrangements may only apply to future salary arrangements and cannot operate retrospectively.
- 16.6 The employee may rescind the individual agreement to salary sacrifice provided 28 days written notice is given to the Payroll Officer.
- 16.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to their nominated Superannuation Fund will be adjusted at the employee's cost to take account of taxation payable, in relation to those contributions.
- 16.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

17. WORK FLEXIBILITY

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

18. INCOME PROTECTION

Council shall maintain income protection for employees through the Local Government Income Protection Scheme for the life of this Agreement. Entitlements under this clause shall be determined by the Policy as varied from time to time by the insurer.

19. WAGE INCREASES

Effective the first full pay period following the 1st of July 2020 employees shall receive a 0% wage increase;

20. STUDY LEAVE

Study leave may be granted at the discretion of Council to an employee where the proposed training & development will directly benefit the employee in the performance of their present position or in developing their career while taking into consideration budgetary constraints.

An employee, in consultation with their General Manager shall have the option to:

- 20.1 Take up to five (5) hours paid study leave per week, provided that the employee undertakes equal course time in their own time; or

- 20.2 Undertake the training and development outside of normal working hours and receive a reimbursement of enrolment and course fees not exceeding \$200 per semester on producing written evidence of successful completion of the course and expenditure incurred.
- 20.3 The number of employees permitted study leave at any one time within a particular department shall be based upon the size and requirements of the department. Where restrictions apply, employees concerned shall be involved in the decision-making process relating to the granting of study leave.
- 20.4 Where an employee is required by Council to undertake training and development, all fees shall be paid by Council.

21. HOURS OF WORK

21.1 Rostered Hours Arrangements

The nine (9) day fortnight has operated effectively in the past to serve the mutual advantage of both Council and Outdoor staff. Both parties agree that these arrangements should continue to apply in the future.

21.2 Hours Flexibility

21.2.1 In specific circumstances following practicable notice and consultation with the employees, management may require an employee(s) to work ordinary hours other than in accordance with the nine (9) day fortnight arrangements.

21.2.2 Hereof the flexible working hours shall:

- 1 Operate within the span of hours 6.00 am to 7.00 pm Monday to Friday inclusive, not exceeding ten (10) hours per day and 100 ordinary hours of work in a two (2) week period.
- 2 By agreement between management and the employees within a work group, a ten (10) day fortnight may be worked during peak work operations, provided that ordinary time shall not exceed 100 hours in a two (2) week period.
- 3 An employee working, in accordance with these provisions, shall be credited equal time into the employees TOIL Bank.

21.2.3 Time worked outside the hours 6.00 am to 7.00 pm, Monday to Friday, or in excess of the above stated 100 hours per fortnight will attract overtime payments, in accordance with the award provisions.

21.2.4 Nothing contained herein shall prevent an employee(s) and management from reaching mutual agreement over more flexible working hours to suit a particular job, project or emergency within Council. Any such mutually agreed arrangements shall be recorded, in writing, with a copy retained by the employee and management and a copy available upon request by the AWU SA Office.

21.2.5 All weekend work will be worked and paid in accordance with the Award. Where practicable, management shall give employees 24 hours notice of weekend work.

21.3 TOIL Bank

21.3.1 A TOIL Bank (time off in lieu) shall be created for each employee to record accrued hours pursuant to 21.2.2(3) hereof to a maximum of 76 hours.

21.3.2 TOIL hours shall be taken off prior to the 30th of June annually at a time mutually agreed between management and the employee. Provided, however, that after the 1st of March annually management may direct that TOIL be taken at 48 hours notice and having regard to operational requirements.

1 Provided further that a carry over of 38 hours TOIL will occur.

2 Subject to (1) hereof, any additional TOIL credits not taken as at the 30th of June annually shall be paid out at ordinary time rates.

21.4 Inclement Weather

21.4.1 To accommodate inclement weather, each employee is required to accumulate and bank the equivalent of 17.00 hrs in the first 20 weeks of each financial year. New employees will be expected to do so within 12 weeks of commencement.

21.4.2 To minimize the adverse impact of anticipated hot weather, Management may require specified groups of employees to alter their normal working hours by commencing early on days where inclement weather is likely to affect employee WHS & IM and Welfare and/or operational outcomes.

21.4.3 Where practicable during inclement weather, Management will attempt to provide alternative work for employees which may include training. When in the opinion of the Management the inclement weather is such as to make a practical return to work unlikely, the employees in a workgroup may:

1 by mutual agreement finish work for that day provided that where any such decision to finish work occurs prior to 12.00noon.

2 be directed to finish work in an air conditioned environment or employees who are required to maintain work deemed "essential", will not be covered by the provisions of this sub clause.

3 Essential services to include Waste Services and Emergency Call Outs and any other as mutually agreed

21.4.4 If above clause is implemented, staff sent home due to the weather conditions will fund 50% of time lost from their accumulated plus-time and 50% will be funded by Council.

21.5 Compulsory Shutdown

21.5.1 To accommodate Council endorsed compulsory shutdown that occurs in December and January annually, employee workgroups will be given the option to work the three (3) Rostered Days Off (RDO) preceding the shutdown to accumulate TOIL to use during this period.

21.5.2 The working of the RDO's preceding the shutdown must be by mutual agreement, and arranged at least two (2) weeks prior to the first scheduled RDO to be worked. Appropriate staffing levels must be maintained to undertake requirements of the workgroup. If this is not

achieved by mutual agreement, then management may disallow the RDO to be worked for the compulsory shutdown purpose.

21.6 Span of Work Days - Patrol Grading

It has been agreed to increase the span of work days in respect of patrol grading, this will continue to operate throughout the life of this Agreement. These arrangements are shown in Schedule One of this Agreement.

22. ANNUALISATION OF WORK-RELATED ALLOWANCES

All allowances outlined in the award have been annualised by this Agreement with the exception of the following reimbursements and allowances which remain unaltered and unaffected by this Agreement.

- Disability Allowance.
- First Aid Allowance.
- Garbage Pick-up Allowance.

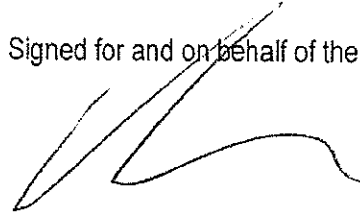
Meal Allowance to be maintained at \$12.40.

23. CLASSIFICATION STRUCTURE

The Classification Structure developed in consultation with the AWU and employees and as currently used at Council is to continue to be used in conjunction with this Agreement. The 'Infrastructure Services Grading Structure' is shown in Schedule Two of this Agreement

SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of the Adelaide Plains Council by:

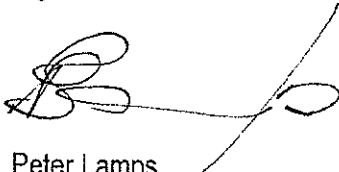


James Miller
Chief Executive Officer
Date 27/5/20.



Witness Kimberley McWaters
Date 27/5/20


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



Peter Lamps
Branch Secretary
Date 1/6/2020


Witness

Date



1/06/2020

Signed for and on behalf of the Adelaide Plains Council Outdoor Employees by:



Name Scott Woodcock
Employee Bargaining Representative
Date 26/5/20

Bethany Loney
Witness B Loney
Date 26/05/2020

Schedule One (1)

SPAN OF WORK DAYS FOR PATROL GRADING

An AGREEMENT made between the Adelaide Plains Council (hereinafter called employer) and employees of Council engaged in patrol grading operations.

It is agreed as follows:

1. That employee's, by mutual agreement with the employer, will work on any day from Monday through to Sunday, when directed to patrol grade Council roads for the employer to a maximum of nine (9) days in a fortnight, not exceeding ten (10) hours per day.
2. That the penalty provisions provided in the Local Government Employees (SA) Award, will not apply in the literal sense but the flexibility of hours performed per fortnight under this Agreement will be full and due consideration as a replacement to such penalty provisions listed in the aforesaid Award.
3. Outside of a 'mutual agreement', the employee will assume the normal working hours and conditions of employment which applies to the other employees of the employer, i.e. in the event of inclement weather..
4. Notwithstanding Clause 3 above, the rostered hours agreement, entered into by the Adelaide Plains Council and all employees employed under the Local Government Employees (SA) Award, shall continue to apply to this Agreement.
5. To assist with the implementation of this agreement the employer will provide the employee with a vehicle and such vehicle is to be used to transport both the employee, fuel and any other affiliated matter to the worksite. Further, the employer will guarantee that the grader utilised under this agreement will be adequately equipped with safety lights and GPS tracking
6. To ensure that this agreement is successful the employee will give suitable and adequate forward notice, within reason of any day in which the employee is unable to work due to illness or any other unforeseen circumstances thus enabling the employer to make alternative necessary arrangements.
7. Belief - That this Schedule will enable Council to use a grader over an increased range of work days with the view of maintaining efficiency and productivity for the mutual benefit of employees and the community of the Adelaide Plains Council.

Schedule Two (2)

Infrastructure Grading Services Structure

As agreed between the Adelaide Plains Council (hereinafter called employer), employees covered by this Agreement and the AWU.

ME Grade	Year Level	Waste Services	Horticulture Services	Construction Services	Maintenance Services	Classification Criteria
		Indicative Tasks				
ME/1 Entry Level for General Worker	1	<ul style="list-style-type: none">• general labouring• sweeping/litter• repair and delivery of bins• roadside litter clearing• washing and cleaning of vehicles• general maintenance of equipment• driver – class MR	<ul style="list-style-type: none">• general labouring• use of hand tools (non-powered)• washing and cleaning of vehicles• grubbing and chipping of weeds• hand weeding• hand pruning (under supervision)• watering• raking leaves etc• general maintenance of equipment• driver – class MR	<ul style="list-style-type: none">• general labouring• use of hand tools (non-powered)• washing and cleaning of vehicles• concrete mixing by hand• sweeping• truck loader• general maintenance of equipment• driver – class HR	<ul style="list-style-type: none">• general labouring• use of hand tools (non-powered)• use of powered tools as required• washing and cleaning of vehicles• sweeping• general maintenance of equipment• driver – class car	<p>minimum entry level for all service areas, apprentices and trainees</p> <p>a recognised trade qualification is not required for this classification</p> <p>at the discretion of the management an employee deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied</p> <p>class c drivers licence obtained</p> <p>all indicative tasks traverse throughout the different service areas</p>
	2	<ul style="list-style-type: none">• skid steer operation• lower classified tasks as required	<ul style="list-style-type: none">• gardener (labouring duties such as site preparation, garden plot preparation, weeding, sowing etc)• grounds employee (watering, rolling, care of surrounds and assisting other grounds employees)• tree attendant (prunes/lops trees, trims, sprays plants and transplants trees, chainsaw/pruning saws, general tree maintenance)• push mower	<ul style="list-style-type: none">• crusher feeder• pipe layer and locator operator• hammer and drill operator• metal, rubble and/or gravel spreading• picking stones and other general labouring work re road/footpath construction and maintenance• scarifying and/or reforming roads or footpaths• lower classified tasks as required	<ul style="list-style-type: none">• trades person assistant• general maintenance• lower classified tasks as required	

			<ul style="list-style-type: none"> • lower classified tasks as required 			
	3	<ul style="list-style-type: none"> • transfer station attendant • lower classified tasks as required 	<ul style="list-style-type: none"> • chainsaw operation • ¹operation of ride-on and self propelled plant • ²operation of hand-held motorised tools • gardening duties such as pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping • grounds employee (care, alignment and maintenance of bowling greens and/or turf wickets) • brick and other paver laying (including setting up and levels) • ³plant and machine as classified • lower classified tasks as required 	<ul style="list-style-type: none"> • chain-person • concrete floating • kerb/slab making and laying • bitumen work • tool sharpening • ¹operation of ride-on and self propelled plant • ²operation of a variety of hand-held motorised tools • concrete finisher • trench/shaft worker • brick and other paver laying (including setting up and levels) • ³plant and machine as classified • lower classified tasks as required 	<ul style="list-style-type: none"> • handyperson • tool sharpening • store-person • lower classified tasks as required 	

ME Grade	Year Level	Waste Services	Horticulture Services	Construction Services	Maintenance Services	Classification Criteria
		Indicative Tasks				
ME/2 General Worker	1	<ul style="list-style-type: none">waste management (certificate II)	<ul style="list-style-type: none">horticulture/conservation and land management (certificate II)	<ul style="list-style-type: none">civil construction (certificate II)	<ul style="list-style-type: none">asset maintenance/mechanical engineering (certificate II)	a recognised certificate II level is required for this classification at the discretion of the management an employee may be deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied
	2	<ul style="list-style-type: none">⁴plant and machine operation as classified	<ul style="list-style-type: none">irrigation mechanic	<ul style="list-style-type: none">⁴plant and machine operation as classified	<ul style="list-style-type: none">senior store person	
	3	<ul style="list-style-type: none">lower classified tasks as required	<ul style="list-style-type: none">⁴plant and machine operation as classified	<ul style="list-style-type: none">lower classified tasks as required	<ul style="list-style-type: none">lower classified tasks as required	
	4					
ME/3 General Worker	1	<ul style="list-style-type: none">trade level for waste management (certificate III)	<ul style="list-style-type: none">trade level for horticulture/conservation and land management (certificate III)	<ul style="list-style-type: none">trade level for civil construction (certificate III)	<ul style="list-style-type: none">trade level for motor mechanic/fitter and turner/mechanical engineering etc (certificate III)	a recognised trade level qualification (certificate III) is required for this classification at the discretion of the management an employee may be deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied grade three is the limit in which a general worker can achieve
	2	<ul style="list-style-type: none">lower classified tasks as required	<ul style="list-style-type: none">lower classified tasks as required	<ul style="list-style-type: none">⁵plant and machine as classified	<ul style="list-style-type: none">lower classified tasks as required	
	3			<ul style="list-style-type: none">lower classified tasks as required	<ul style="list-style-type: none">lower classified tasks as required	
	4			<ul style="list-style-type: none">⁶plant and machine as classified⁷crusher plant operator – higher duties apply		

ME Grade	Year Level	Waste Services	Horticulture Services	Construction Services	Maintenance Services	Classification Criteria
		Indicative Tasks				
ME/4 Leading Worker	1	<ul style="list-style-type: none">waste management (certificate IV)	<ul style="list-style-type: none">horticulture/conservation and land management (certificate IV)	<ul style="list-style-type: none">civil construction (certificate IV)	<ul style="list-style-type: none">asset maintenance/mechanical engineering (certificate IV)	<p>this grading may apply a ratio of 80% field and 20% administration work</p>
	2	<ul style="list-style-type: none">this grading shall be applied to a leading worker who has responsibilities similar to those detailed under grade 3 criteria, and is also required, as a working leading worker, to contribute to the operational objectives of the department by demonstrating the following inputs or those of similar work value and/or contributing to lower classified tasks as requiredhas the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between me grade 1 and 3the work group may be smaller (minimum of three (3), where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involvedthe work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative tasks for grades 1 to 3this work level may also include the training of employees, the keeping of relevant records, and the interpretation and the execution of work from plansthis grading shall be applied to a relieving leading worker who is considered by the organisation to be operating at a constantly high level of efficiency and effectivenessimplements WHS & IM programs, policies and procedures within their teamsproject management				<p>a recognised certificate IV level is required for this classification</p>
	3					<p>at the discretion of the management an employee may be deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied</p>
	4					

ME Grade	Year Level	Waste Services	Horticulture Services	Construction Services	Maintenance Services	Classification Criteria
		Indicative Tasks				
ME/5 Senior Leading Worker	1	<ul style="list-style-type: none">waste management (certificate IV)frontline management (certificate IV)	<ul style="list-style-type: none">horticulture/conservation and land management (certificate IV)frontline management (certificate IV)	<ul style="list-style-type: none">civil construction (certificate IV)frontline management (certificate IV)	<ul style="list-style-type: none">asset maintenance/mechanical engineering (certificate IV)frontline management (certificate IV)	<p>this grading may apply a ratio of 65% field and 35% administration work</p> <p>a second recognised certificate iv level is required for this classification</p>
	2	<ul style="list-style-type: none">this grading shall be applied to a Senior Officer who has responsibilities similar to those detailed under Grade 4 criteria, and also requires the Senior Officer to contribute to the operational objectives of the department by the following inputs or those of similar work value and/or lower classified tasks as required				<p>at the discretion of the management an employee may be deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied</p>
	3	<ul style="list-style-type: none">planning and coordinating the activities of team members in the construction and or maintenance of the infrastructureplanning and coordinating the activities of a mechanical workshopliaising with customers and other stakeholders (internal and external) on work activities including customer requests				
	4	<ul style="list-style-type: none">taking responsibility for the work output and general performance of lower classified team membersis considered by the organisation to be operating at a constantly high level of efficiency and effectiveness in the achievement of work activities, WHS & IM, human resource management, customer service and leadershipmodels the organisation's and the department's valuesis sufficiently computer literate to undertake the duties and responsibilities of the roleproject management				

ME Grade	Year Level	Waste Services	Horticulture Services	Construction Services	Maintenance Services	Classification Criteria
		Indicative Tasks				
ME/6 Team Leader	1	<ul style="list-style-type: none">waste management (certificate diploma)	<ul style="list-style-type: none">horticulture/conservation and land management (certificate diploma)	<ul style="list-style-type: none">civil construction (certificate diploma)	<ul style="list-style-type: none">asset maintenance/mechanical engineering (certificate diploma)	<p>this grading may apply a ratio of 5% field and 95% administration work</p> <p>a recognised certificate diploma level is required for this classification</p> <p>at the discretion of the management an employee may be deemed to have appropriate experience, knowledge and skills without certification, the relevant grading and level can be applied</p>
	2	<p>this grading shall be applied to a Senior Officer who has responsibilities similar to those detailed under Grade 5 criteria, but who also has responsibility for a range of work activities including (but not limited to):</p> <ul style="list-style-type: none">implements WHS & IM programs, policies and procedures within their teamstaking responsibility for work activities ensuring their completion is within specification (budget, quality, timeframe)assisting in the preparation of the budgets of applicable departmentsestablishing goals, objectives and outcomes for the work activities and team members under their controlongoing training and attendance of seminars/field days/conferences as required				
	3	<ul style="list-style-type: none">in addition consistently demonstrates eight (8) out of the eleven (11) disciplines within the service area or department programs				
	4	<ol style="list-style-type: none">leadership – leads a team of several staff, assigning tasks/projects, providing/receiving regular feedback, monitors and assesses work “on site”technical knowledge – an in-depth understanding of their service areahuman resource management – annual performance reviews of staff, assists in the recruitment of, inducts and trains new staffcontractor management – engaging, tenders/request for quote, induction, monitoringproject management – plans, implements and manages services and projects on time and within budgetreporting – including coordinator/manager reports, council reports on specific issues, policies and procedurescustomer service – liaises with internal and external customers, (residents, community organisations, other government agencies) and resolves customer enquiries and complaintsfinancial management – Contributes in the preparation of the budget and monitors the budget to deliver defined asset management and service delivery outcomespurchasing – demonstrated compliance and use of the purchase ordering process undertaken through depot operationsworks under limited supervision – has limited supervision and direction from managementWHS & IM – adheres to all policies and procedures for the organisation				

*Progression within grades is based on skill and certification achieved not on years of service alone.

*For an employee to advance through different grades they must achieve certification from within the different service areas

*If an employee undertakes significant training and leaves the organisation within two years of completion, all monies may be recovered by council. This will be dependant on the circumstances of the employee leaving

*Trades equal across all service areas, once all competencies and certification (level III) has been achieved, employees (trainees and apprentices) will be deemed as "qualified"

*Council is committed to enhancing the skills of the workforce through the provision of induction, training and development, both internal and external and will support and encourage employees who undertake private study, having regard to Clause 20 of the Outdoor Employee Relations Agreement 2012

¹ Operation of ride-on and self propelled plant such as: 32R ride-on vibration roller and other vibration rollers of AS 2868 – 1986 Class No VR10, Chain trenchers of AS 2868 – 1988 (Class 5 or Class 8). Wheeled Tractors of AS 2868 -1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes

² Operation of a variety of hand-held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampers, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, pole-saw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine

³ Back-hoe loader (class 2), wheeled loader (class 35WL), static roller (class 8 – 20), vibrating roller (class VR 24), pneumatic multi-tyred roller (class PR 22), wheeled tractor (class 400W)

⁴ excavator and shovel-loader (class 55), grader operator (class 60), (ME6 whilst engaged on "construction" grading), back-hoe loader (class 4), wheeled loader (class 150WL), tracked loader (class VR55), pneumatic multi-tyred roller (class PR30), standard scraper (class 7), bulldozer (class 30)

⁵ excavator and shovel-loader (class 85), grader operator, (ME7 whilst engaged on "construction" grading), back-hoe loader (class 5), wheeled loader (class 250WL), tracked loader (class 98TL), standard scraper (class 10), bulldozer (class 150C)

⁶ excavator and shovel loader (class 470), grader operator (class 110), standard scraper (class 40), bulldozer (class 600C)

⁷ higher duties apply refer to 5.4.2 of the award

LOCAL GOVERNMENT EMPLOYEES AWARD						
Employee Relations Agreement 2020						
COMMENCING FIRST FULL PAY AFTER 01/07/2020						
Date started				14-Jul-20		
% Increase				0.00%		
GRADE	PRE ERA			PLUS	PLUS	PLUS
	YEARLY	WEEKLY	HOURLY	YEAR 1	YEAR 1	YEAR 1
				0%	WEEKLY	HOURLY
General Worker						
ME 1 - Level 1	53,099	1,021.13	26.871740	53,099	1021.13	26.871740
ME 1 - Level 2	54,692	1,051.77	27.677915	54,692	1051.77	27.677915
ME 1 - Level 3	56,333	1,083.32	28.508208	56,333	1083.32	28.508208
General Worker						
ME 2 - Level 1	57,318	1,102.27	29.007105	57,318	1102.27	29.007105
ME 2 - Level 2	57,892	1,113.30	29.297181	57,892	1113.30	29.297181
ME 2 - Level 3	58,470	1,124.43	29.590189	58,470	1124.43	29.590189
ME 2 - Level 4	59,055	1,135.68	29.886076	59,055	1135.68	29.886076
General Worker						
ME 3 - Level 1	60,384	1,161.23	30.558498	60,384	1161.23	30.558498
ME 3 - Level 2	60,988	1,172.84	30.864116	60,988	1172.84	30.864116
ME 3 - Level 3	61,598	1,184.57	31.172726	61,598	1184.57	31.172726
ME 3 - Level 4	62,214	1,196.42	31.484487	62,214	1196.42	31.484487
ME 3 - Level 1 + 5%	63,403	1,219.29	32.086433	63,403	1219.29	32.086433
Leading Worker						
ME 4 - Level 1	63,769	1,226.32	32.271577	63,769	1226.32	32.271577
ME 4 - Level 2	64,407	1,238.59	32.594288	64,407	1238.59	32.594288
ME 4 - Level 3	65,050	1,250.97	32.920212	65,050	1250.97	32.920212
ME 4 - Level 4	65,701	1,263.48	33.249455	65,701	1263.48	33.249455
Senior Worker						
ME 5 - Level 1	67,672	1,301.39	34.246911	67,672	1301.39	34.246911
ME 5 - Level 2	68,349	1,314.40	34.589376	68,349	1314.40	34.589376
ME 5 - Level 3	69,032	1,327.54	34.935262	69,032	1327.54	34.935262
ME 5 - Level 4	69,723	1,340.82	35.284638	69,723	1340.82	35.284638
Team Leader						
ME 6 - Level 1	71,815	1,381.05	36.343167	71,815	1381.05	36.343167
ME 6 - Level 2	72,533	1,394.86	36.706593	72,533	1394.86	36.706593
ME 6 - Level 3	73,258	1,408.80	37.073671	73,258	1408.80	37.073671
ME 6 - Level 4	73,990	1,422.89	37.444395	73,990	1422.89	37.444395