

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-03084

Applicant Adelaide Plains Council, Thomas Harris-Howson, Angie-Marie Fuss,
Lee Lillyman, Australian Services Union SA/NT Branch

Other parties Christine Bowden

Linked case(s)

Orders - Approval of Enterprise Agreement Adelaide Plains Council Administrative Employee Relations Agreement 2021

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 3 August 2021 and have a life extending until 30 June 2024.

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

Commissioner Cairney

03 Aug 2021

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**Adelaide Plains Council
Administrative Employee Relations Agreement
2021**

PREAMBLE

This Agreement is to be known as the Adelaide Plains Council Administrative Employee Relations Agreement 2021 and is to be read in-conjunction with the South Australian Municipal Salaried Officers Award (as amended) and is the main industrial instrument to cover administrative employees of the Adelaide Plains Council excluding the Chief Executive Officer, the General Managers and any Managers that are on common-law fixed term contracts.

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Signatures

Schedules **NIL**

SECTION 1 – ADMINISTRATION

1. DEFINITIONS

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

Agreement - means the Adelaide Plains Council Administrative Employee Relations Agreement 2021.

Award - South Australian Municipal Salaried Officers Award – as amended

Consultation – is the sharing of information and the exchange of views between the parties and provides employees with a genuine opportunity to contribute effectively to decisions which are likely to have a significant effect(s) on their employment. It provides employees the opportunity to have their viewpoints heard and taken into consideration prior to a decision being made.

Council - means the Adelaide Plains Council.

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 Administrative Employees and the Australian Services Union – (ASU).

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 (Single Bargaining Unit) - a working party consisting of 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 ASU (SA) State Union

Unduly Restrictive - means where there are less than two (2) 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.

2. PARTIES BOUND

This Agreement is binding on

- The Adelaide Plains Council;
- The Amalgamated ASU (SA) State Union; and
- Administrative 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 2021 and remain in force until 30 June 2024 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 and the ASU and/or an employee representative 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.
- 4.9 Single Bargaining Unit to meet quarterly or as required for the life of this agreement

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 should only be used for genuine circumstances such as project work, periods of leave, transitional periods or externally funded positions.

5.4 Part Time Increments

All part time employees are paid their increments within a classification level each year on the anniversary of commencement.

5.5 Annualised Salary

Notwithstanding any other provision of this Agreement, the Council and an employee may agree to a suitable annualised employment package to take into account work, which is likely to be performed outside the ordinary hours of work (including overtime and penalty rates) and other similar contingencies inherent in the work. Such an agreement may only be entered into by mutual agreement and must be recorded in writing and not disadvantage the employee.

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 employees.

Where an organisational restructure is identified, consultation will commence with each employee affected and their representatives before a definite decision has been made by the employer regarding the effect of the change and the likely impact on their employment.

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 ASU 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 23 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, wherever 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 employees 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 21.
- 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 equitable 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 off in lieu.

8. CODE OF CONDUCT

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;
 - 9.3.4 Adhering and fulfilling duties in accordance with the core values of honesty, integrity, trust and respect.
- 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 review and development, ensuring all employees are provided with effective feedback on their job performance and Council's 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 Council's 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 & 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 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;
- 11.3.10 Ensure they do not allow the consumption of alcohol or drugs, either illicit or prescribed, to endanger their own safety or that of others;
and
- 11.3.11 Elect Work Health and 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 Representative 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 annual 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 five (5) days sick leave per annum without satisfactory medical evidence provided that for any period of sick leave exceeding two (2) consecutive days, or single days taken together with a public holiday, annual leave 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 Clause 6 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 Clause 6 of the Award.

14.7 Leave Without Pay

14.7.1 Employees do not accrue Leave Without Pay (**LWOP**).

14.7.2 LWOP is only accessible once an Employee has exhausted all their annual, personal (Sick), long service leave, RDOs and TOIL entitlements.

14.7.3 Employees must apply in writing to the Chief Executive Officer to access LWOP and providing reasons as to why LWOP is required.

14.7.4 The Employee may be required to provide written evidence, as requested by the Chief Executive Officer or their delegate to verify the reason for the request. This may include a prescribed medical certificate.

14.7.5 Approval of LWOP is at the complete discretion of the Chief Executive Officer.

5.5.6 An Employee that has exhausted all their leave entitlements and is absent from work without approved LWOP will be considered to be on unauthorised leave.

15. PARENTAL LEAVE

15.1 Full-time and part-time employees who have a minimum of 12 months continuous service with the Council will be entitled to 12 weeks of Paid Parental Leave following the birth, adoption or long term fostering of a child.

15.2 This paid parental leave entitlement shall be available only if the parent is fulfilling the role of primary care giver of the child/children.

15.3 Employees employed pursuant to a fixed term employment contract will not be entitled to leave under this clause beyond the expiry date of their fixed term contract.

15.4 The Paid Parental Leave entitlement will be calculated on the rate of base salary applicable at the date of the parental leave payment. Payment will be based on ordinary hours and will be paid fortnightly.

15.5 For permanent part-time employees, on set hours, a pro rata payment will apply based on the set hours worked at the time of commencing parental leave. Where a permanent part-time employee is on variable hours e.g. library employee a pro rata payment will apply based on average hours worked over the preceding 12 months.

15.6 The Paid Parental Leave entitlement will cease if the Employee resigns during the period.

15.7 The period of Paid Parental Leave provided by the Council will count as service.

15.8 Employees shall be eligible to receive the 12 weeks of Paid Parental Leave under this clause in addition to any entitlement from the Federal Government as prescribed by the *Paid Parental Leave Act 2010* (Cth) (**the PPL Act**). The 12 weeks Paid Parental Leave must be used in one continuous period and within the 12 months of parental leave.

15.9 Such paid leave, whether taken over a period of 12 weeks or more than 12 weeks, will count as time worked for the purposes of annual leave and sick

leave accrual. Paid leave will also attract superannuation in accordance with the Superannuation Contribution clause in this Agreement.

- 15.10 Employees have the option to spread the payment for parental, adoption, foster or supporting partner leave over a period of up to 24 weeks at a rate of half normal salary.

Paid Partners Leave

- 15.11 An employee who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery shall be granted paid partner's leave on full pay (excluding overtime, allowances or penalties) for a period of two (2) weeks provided that:

15.11.1 The employee shall have a minimum of 12 months continuous service with the employer at the time of taking the leave.

- 15.12 Any Public Holiday or other statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such Partner's leave.

16. SUPERANNUATION

Choice of Fund applies and enables 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:

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.

The Statewide Super rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a

minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992* (Cth).

For each other Employee:

- (a) 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
- (b) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

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.

17. SALARY SACRIFICING

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.

Subject to the following conditions an employee can request to salary sacrifice:

- 17.1 It is the employee's responsibility to seek independent advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 17.2 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.
- 17.3 Any such arrangement shall be by mutual agreement between each individual employee and management, provided that approval by management shall not be unreasonably withheld.
- 17.4 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.

- 17.5 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.
- 17.6 The employee may rescind the individual agreement to salary sacrifice provided 28 days written notice is given to the Payroll/Accounts Officer.
- 17.7 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.
- 17.8 Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

18. 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 hours of work and job description provided that such tasks have regard to their skills, competency and capacity to perform the tasks.

18.1 Flexible Work Arrangements

18.1.1 By mutual agreement, taking into consideration: customer and community service requirements, employee equity (including specific requirements of the individual employee's duties) and any other reasonable workplace requirements, employees may perform some of their duties remotely (i.e. not within one of the nominated Council worksites).

18.1.2 Requests for a flexible working arrangement are subject to the approval of the relevant General Manager. A flexible working arrangement may be amended or discontinued by Council to meet organisational services or needs. A flexible working arrangement will be subject to at least an annual review.

18.1.3 All flexible working arrangements must be in writing and set out the details of the change, the reasons for the change and the duration of the change.

19. 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 relevant policy as varied from time to time by the insurer.

20. WAGE INCREASES

Effective the first full pay period following the 1 July 2021 employees shall receive a 3% wage increase;

Effective the first full pay period following the 1 July 2022 employees shall receive a 2.25% wage increase;

Effective the first full pay period following the 1 July 2023 employees shall receive a 2% wage increase or a wage increase equal to Adelaide March Quarter CPI, whichever is the greater.

For the first full pay period following the 1 July 2021, all full-time and part-time Employees shall receive a one off payment of \$350 in lieu of the requirement to wear a uniform and payment of a uniform allowance. This expressly excludes casual employees.

21. 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:

- 21.1 Take up to five (5) hours paid study leave per week, provided that the employee undertakes equal course time in their own time; or
- 21.2 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.
- 21.3 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.
- 21.4 Where an employee is required by Council to undertake training and development, all fees shall be paid by Council.

22. CORPORATE ATTIRE

- 22.1 Employees agree to abide by the Council's standards regarding corporate attire as set out in the Council's policy, which may vary from time to time.

23. FLEXIBLE HOURS OF WORK

- 23.1 It is agreed between the parties that the ordinary hours of work to be worked on any ordinary working day, Monday to Friday both inclusive shall be between the hours of 8.30 a.m. and 5.00p.m. on nineteen (19) of the twenty (20) ordinary working days in a period of four (4) consecutive weeks. An unpaid meal break of 30 minutes is to be taken between the hours of 12 noon and 2.00 p.m. on each of the days worked. The total ordinary hours worked within any period of four (4) consecutive weeks should not exceed 152.
- 23.2 In the event of any issue arising from the operation of the Flexible Hours of Work the parties shall discuss the matter with the view to adopting an appropriate course of action to resolve the problem.
- 23.3 By mutual agreement, and taking into account specific circumstances such as seasonal work cycles, peak work periods, or the needs of employees, the normal working day may be altered to allow employees to:
- 23.3.1 Work eight (8) hours per day between the hours of 7.30am and 7.30pm on Monday to Friday without attracting penalty rates.
 - 23.3.2 Increase the number of normal hours worked in one (1) day without attracting penalty rates providing that the hours per day shall not exceed ten (10) hours, or ten (10) hours per fortnight in excess of the standard working week, and shall be worked between the hours of 7.30am and 7.30pm.
 - 23.3.3 To meet exceptional circumstances, the parties may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 23.1 above. When this occurs it will be documented and such record made available to the Union upon request. Any hours worked outside the hours of 7:30am to 7:30pm or in excess of the number of hours worked as set out in 23.3.2 above shall attract the Award overtime penalty rates. Provided however that overtime payments shall not apply in the case of any employee who has negotiated an employment package where an additional benefit is agreed to take account of all work performed outside of the employee's normal working hours. Such agreement shall be documented.
- 23.4 Where an employee works additional time in accordance with this Clause, such time shall be taken off at a mutually agreed time, providing that such leave must be granted and taken within six (6) months of the date of accrual. Council may direct an employee to take time accrued after six (6) months of it becoming due, in circumstances where the time of taking leave within the six (6) months is not mutually agreed. If, because of organisational constraints, time off within these periods cannot be taken, the accrued time shall be paid out at the rate of time and a half.
- 23.5 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

23.6 Employees required to attend Council, section 41 Committee or Council Assessment Panel meetings will receive overtime payments where meetings are held after 5.30pm unless otherwise agreed. If TOIL (time off in lieu of overtime payments) are mutually agreed to instead of overtime payments then it shall be allocated at Overtime rates.

23.7 Guidelines for the Operation of a 19 Day - 4 Week Work Cycle (RDO)

Introduction

The object of this Agreement is to define the conditions under which, by working extra time on nineteen (19) days in a four (4) week period, employees make up sufficient time to take the 20th day off without alteration to pay or operational requirements.

Standard Day

A standard day shall be eight (8) hours duration worked between the hours of 8.30 a.m. and 5.00 p.m. with an unpaid meal break of 30 minutes.

Operation

- a) The rostered day off (RDO) is to be taken by mutual agreement. Such day off shall be taken generally within the four (4) week period from when it is accrued and at a time selected to ensure that sufficient staff are available at all times to carry out daily duties without the need for additional staff.
- b) The RDO shall be approved unless the work load or staffing levels in a particular period are such that employees cannot be spared at that time. In this event, the RDO shall be deferred by agreement to a mutually accepted date which shall be no later than three (3) months after the rostered day off was due.
- c) An employee may change their RDO in consultation with their Line Manager.
- d) A maximum of three (3) RDOs can be accrued at any time. If the maximum RDO credit is reached, the employee and their Line Manager will agree to reduce the outstanding credit within the next 4 week period, unless otherwise agreed in writing.

Leave

Annual Leave will be construed as 152 hours annually. Where an employee takes less than four (4) weeks annual leave at any one time, the rostered time off in that period is to be commensurate with the time worked in excess of 7.6 hours per day.

Overtime

Overtime, if so worked, is to commence on the completion of ten (10) hours duty, on any day.

Termination of Employment

A calculation will be carried out on all leave credits or debits (other than sick leave), as the case may be and shall be accounted for in an employee's final pay.

Optional Working of 19 Pays Per 4 Week Period

The working of 19 days per 4 week period is optional, employees may choose to work normal hours spread over 20 days per 4 week period.

24. ANNUALISATION OF WORK-RELATED ALLOWANCES

The following reimbursements and allowances will remain unaltered and unaffected by this Agreement:

- a) Where identified by management, and in consultation with the employee, an employee may seek to have the costs associated with maintaining their driver's licence reimbursement by Council where it is a core requirement of their role to maintain a drivers licence, as per the provisions of the Award
- b) First Aid Allowance – for designated First Aid Officers.

25. EXTERNAL VOLUNTEER WORK

Staff be offered the opportunity once in every financial year to access up to one (1) day of paid leave per annum to contribute volunteer labour to a Registered Community or Charitable Organisation (which includes State Emergency Services (SES), Country Fire Authority (CFA), or the RSPCA in respect of animal rescue) within the Council area or one that services the District.

All applications to access this leave must be authorised by the respective General Manager to be taken at a time where the employees' duties are not inconvenienced. Proof of the volunteering effort must also be provided to the respective Manager from the volunteer organisation.

SIGNATORIES TO THE AGREEMENT

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



James Miller
Chief Executive Officer
Date 16 June 2021



Witness

Date 16 June 2021

Signed for and on behalf of The Amalgamated ASU (SA) State Union by:



Branch Secretary
Date 30/6/2021



Witness

Date 30/6 2021

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



Thomas Harris-Howson
Employee Bargaining Representative
Date 17 June 2021



Witness

Bethany Loney

Date 17 June 2021

Adelaide Plains Council
GENERAL OFFICERS STREAM
Employee Relations Agreement 2021
COMMENCING FIRST FULL PAY AFTER 01/07/2021

Date started % Increase LEVEL	13/07/2021 3.00%			12/07/2022 2.25%			11/07/2023 2.00%		
	YEAR 1	YEAR 1 WEEKLY	YEAR 1 HOURLY	YEAR 2	YEAR 2 WEEKLY	YEAR 2 HOURLY	YEAR 3	YEAR 3 WEEKLY	YEAR 3 HOURLY
1A	43,426.24	835.12	21.976582	44,403.32	853.91	22.471055	45,290.96	870.98	22.920476
	44,896.80	863.40	22.720854	45,906.64	882.82	23.232073	46,824.96	900.48	23.696714
	46,366.32	891.66	23.464500	47,409.44	911.72	23.992451	48,357.40	929.95	24.472300
	49,314.20	948.35	24.956345	50,423.36	969.68	25.517862	51,432.16	989.08	26.028219
1	51,123.80	983.15	25.872111	52,274.04	1,005.27	26.454233	53,319.24	1,025.37	26.983317
	52,351.52	1,006.76	26.493543	53,529.32	1,029.41	27.089647	54,600.00	1,050.00	27.631439
	54,063.88	1,039.69	27.360023	55,280.16	1,063.08	27.975623	56,385.68	1,084.34	28.535135
	55,904.16	1,075.08	28.291518	57,162.04	1,099.27	28.928077	58,305.52	1,121.26	29.506638
	57,744.96	1,110.48	29.223067	59,044.44	1,135.47	29.880586	60,225.36	1,158.18	30.478197
2	59,577.96	1,145.73	30.150628	60,918.52	1,171.51	30.829017	62,136.88	1,194.94	31.445597
	61,443.20	1,181.60	31.094595	62,825.88	1,208.19	31.794223	64,082.20	1,232.35	32.430107
	63,284.00	1,217.00	32.026145	64,707.76	1,244.38	32.746733	66,002.04	1,269.27	33.401667
	65,123.24	1,252.37	32.956952	66,588.60	1,280.55	33.698483	67,920.32	1,306.16	34.372452
3	66,961.44	1,287.72	33.887191	68,467.88	1,316.69	34.649652	69,837.56	1,343.03	35.342645
	68,795.48	1,322.99	34.815383	70,343.52	1,352.76	35.598729	71,750.12	1,379.81	36.310703
	70,638.88	1,358.44	35.748243	72,228.00	1,389.00	36.552578	73,672.56	1,416.78	37.283629
	73,306.48	1,409.74	37.098219	74,955.92	1,441.46	37.932928	76,455.08	1,470.29	38.691586
4	74,314.76	1,429.13	37.608604	75,987.08	1,461.29	38.454797	77,506.52	1,490.51	39.223892
	76,154.00	1,464.50	38.539471	77,867.92	1,497.46	39.406609	79,425.32	1,527.41	40.194741
	77,994.80	1,499.90	39.471021	79,749.80	1,533.65	40.359118	81,344.64	1,564.32	41.166300
	79,835.60	1,535.30	40.402509	81,631.68	1,569.84	41.311565	83,264.48	1,601.24	42.137796
5	81,672.24	1,570.62	41.332012	83,509.92	1,605.96	42.261982	85,180.16	1,638.08	43.107221
	83,508.88	1,605.94	42.261564	85,388.16	1,642.08	43.212449	87,095.84	1,674.92	44.076697
	85,351.24	1,641.37	43.193739	87,271.60	1,678.30	44.165598	89,016.72	1,711.86	45.048909
	87,190.48	1,676.74	44.124607	89,152.44	1,714.47	45.117410	90,935.52	1,748.76	46.019758
6	90,253.80	1,735.65	45.674911	92,284.40	1,774.70	46.702596	94,130.40	1,810.20	47.636647
	93,312.44	1,794.47	47.222645	95,411.68	1,834.84	48.285154	97,320.08	1,871.54	49.250857
	96,383.56	1,853.53	48.776882	98,551.96	1,895.23	49.874361	100,523.28	1,933.14	50.871848
7	99,444.28	1,912.39	50.325929	101,681.84	1,955.42	51.458262	103,715.56	1,994.53	52.487427
	102,509.16	1,971.33	51.876918	104,815.36	2,015.68	53.044148	106,912.00	2,056.00	54.105030
	105,572.48	2,030.24	53.427221	107,947.84	2,075.92	54.629333	110,106.88	2,117.44	55.721919
8	109,254.08	2,101.04	55.290265	111,712.12	2,148.31	56.534295	113,946.04	2,191.27	57.664980
	112,932.56	2,171.78	57.151991	115,473.80	2,220.65	58.437910	117,783.12	2,265.06	59.606668
	116,607.40	2,242.45	59.011732	119,231.32	2,292.91	60.339495	121,615.52	2,338.76	61.546284