

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

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|----------------|---|
| Case number | 02898/2019 |
| Applicant | City of Onkaparinga |
| Other parties | Matt Wye , Ryan Bang , Amalgamated AWU (S.A.) State Union , Andrew Langton |
| Linked case(s) | |

Orders - Approval of Enterprise Agreement

City of Onkaparinga Waste Management Section Enterprise Agreement 2019

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

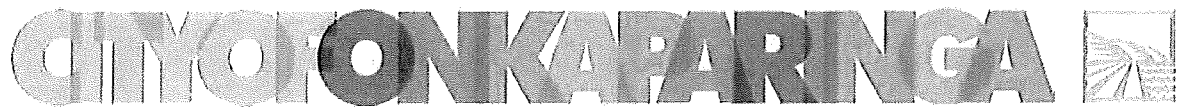
This Agreement shall come into force on and from 1 July 2019 and have a life extending for a period of 3 years therefrom.

Commissioner Cairney

03 Sep 2019

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**City of Onkaparinga
Waste Management Section
Enterprise Agreement 2019**

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1 Application and operation of agreement

1.1 Preliminary

- 1.1.1 This document supersedes the existing certified Agreement – City of Onkaparinga Waste Management Section Enterprise Agreement 2016.
- 1.1.2 This Agreement entirely excludes the operation of any other agreement that might otherwise apply to the Waste Team.

1.2 Title

- 1.2.1 This Agreement shall be known as the City of Onkaparinga Waste Management Section Enterprise Agreement 2019.

1.3 Scope and parties bound

- 1.3.1 This Agreement shall be binding upon the City of Onkaparinga (the employer) and the Amalgamated Australian Workers Union – (SA) State Union (AWU) in respect of its members employed by the council and all employees of the City of Onkaparinga who are employed in the Waste Management section pursuant to the Local Government Employees Award.

1.4 Definitions

For the purposes of this Agreement:

- 1.4.1 'Act' means the *Fair Work Act (SA) 1994*, as amended.
- 1.4.2 'Agreement' shall mean the City of Onkaparinga Waste Management Section Enterprise Agreement 2019.
- 1.4.3 'Award' shall mean the Local Government Employees Award as amended from time to time.
- 1.4.4 'The Council' and 'the Organisation' and 'Employer' shall mean the City of Onkaparinga.
- 1.4.5 'Emergency/crisis situations' for the purposes of clauses 7.11 and 7.12 shall mean storm damage, bushfires or flooding which poses a direct threat to personal property, power/technical failures and other significant **unplanned** pressing domestic, family or personal matters and situations which require immediate action and attention by council employees.
- 1.4.6 'Employee' shall mean any employee of the council who is employed in the Waste Management Section who performs work covered by this Agreement.

- 1.4.7 'Employee representative' shall mean a person who the employee chooses to accompany or assist them in a discussion. This could include a workplace representative, union official, City of Onkaparinga contact officer or legal advisor.
- 1.4.8 'Grace Days' shall mean a day of paid leave in addition to all other leave entitlements.
- 1.4.9 'Immediate family or household member' includes the following:
- partner (married or de-facto), including same-sex partners
 - child or adult child (including adopted child, step child, foster child, son or daughter)
 - in-law or an ex-nuptial child
 - the employee's parent/guardian, step-parent, grandparent, grandchild, sibling, stepsibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner.
- 1.4.10 'In House Team' shall mean a group or team of employees whose work will be directly affected by a tendering process
- 1.4.11 'Involuntary overtime' shall mean that an employee is requested to remain at work beyond their standard day with less than 24 hours' notice to respond to an emergency situation.
- 1.4.12 'Statewide Super' means the superannuation scheme established and maintained under the *Local Government Act 1999 (SA)*.
- 1.4.13 'Operating hours' may include standard hours as prescribed in this Agreement which make provision for a nine day fortnight possible or other system approved by the employer.
- 1.4.14 'Partner' for the purpose of parental and adoption leave means husband, wife or de facto or same sex partner.
- 1.4.15 'Private journey' means any travel undertaken whilst the Insured person is driving or riding as a passenger in a registered motor vehicle or motor cycle, bicycle or wheelchair on a public thoroughfare, or riding as a fare paying passenger in any form of public transport, including but not limited to trains, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.
- 1.4.16 'Significant impact' shall mean termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.
- 1.4.17 'Tribunal' and 'SAET' shall mean the South Australian Employment Tribunal.

1.4.18 'Union' and 'AWU' shall mean the Amalgamated Australian Workers Union (S.A.) state union. 'Union official' is a paid official of the union.

1.4.19 'Workplace representative' is a recognised employee representative.

1.5 Date of operation

1.5.1 This Agreement shall remain in force for a period of three (3) years from 1 July 2019. This Agreement shall be reviewed and renegotiated during the final nine (9) months of the life of the Agreement.

1.6 Relationship to parent award

1.6.1 This Agreement shall be read and interpreted wholly in conjunction with the Award. Should there be any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

1.7 Intent

1.7.1 The continued success of this council and the wellbeing of employees depend on a shared commitment from the employer and employees.

1.7.2 This Agreement is designed to support the organisation's Community Plan as amended from time to time. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment and to continuously improve work practices, while striving to serve the community in the best way possible.

1.7.3 It is agreed that considerable gains have been made to deliver quality services to the community. This Agreement aims to continue the process of continuous improvement around community plan themes. In particular, this may be achieved through the following strategies:

1.7.3.1 developing and implementing further workplace reform targets to achieve higher levels of productivity

1.7.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the organisation and the achievement of sustainable productivity

1.7.3.3 building on the organisation's work in business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives

1.7.3.4 improving work practices and reducing waste, lost time and absenteeism

- 1.7.3.5 sustaining and building on the organisation's high standards of occupational health, safety and welfare
- 1.7.3.6 continued commitment to the principles of equity and diversity in the workplace
- 1.7.3.7 continued recognition and commitment to access training and skills acquisition opportunities to enhance employees' career paths and best meet the changing needs of the organisation.
- 1.7.3.8 The above strategies underpin a commitment to providing gains for the community, the organisation and its employees.

1.8 Enterprise Agreement Consultative Committee

- 1.8.1 The parties are committed to effective open and transparent communications and consultation with its employees and the Union. The employer will facilitate meetings on a regular basis with elected employee representatives, the Union and if appropriate other agents to assist in achieving and maintaining cooperative workplace relations.
- 1.8.2 The following items have been identified for referral to the Enterprise Agreement Consultative Committee during the term of the Agreement:
 - Inclement weather
 - Review of round sizes
 - Proposed Service Reviews
 - Introduction of service level changes
 - Introduction or amendments to relevant policies and procedures
 - Proposed contracting out of works

2 Fair treatment at work

2.1 Equity and diversity

- 2.1.1 The employer and employees are committed to equity and diversity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the *Equal Opportunity Act 1984*.
- 2.1.2 The organisation will maintain the Equity and Diversity Consultative Committee for the life of the Agreement.
- 2.1.3 Terms and conditions for the operation of the Equity and Diversity Consultative Committee will be governed by the Equity and Diversity Committee Terms of Reference, which may be amended from time to time by the committee.

2.2 Anti-discrimination

- 2.2.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 2.2.2 Accordingly, in fulfilling their obligations under clause 3.1 (Dispute avoidance/settlement procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.2.3 Nothing in this clause is to be taken to affect:
 - 2.2.3.1 any different treatment (or treatment having different effects) which is specifically exempted under federal anti-discrimination legislation
 - 2.2.3.2 until considered and determined further by the Tribunal, the payment of different wages for employees who have not reached a particular age
 - 2.2.3.3 an employee, council or registered organisation pursuing matters of discrimination in the state or federal jurisdiction, including by application to the Australian Human Rights Commission.
- 2.2.4 Nothing in this clause is to be taken to prevent a matter referred to in 2.2.1 from being a reason for termination of employment if the reason is based on the inherent requirements of the particular position.

3 Communication, consultation and dispute resolution

3.1 Dispute avoidance/settlement procedures

- 3.1.1 The employer shall maintain a procedure relating to the resolution of individual grievances against employees under the council's code of conduct.
- 3.1.2 The procedures outlined in this clause will be adopted where the concern or complaint relates to the application of this Agreement in the workplace.
- 3.1.3 It is anticipated that the majority of issues will be brought to the attention of, and addressed by, team coordinators/team leaders at the work site as part of day-to-day operational activity.
- 3.1.4 The employer and employees agree to follow all stages in the Dispute avoidance/settlement procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the organisation level.
- 3.1.5 During the implementation of the Dispute avoidance/settlement procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 3.1.6 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.
- 3.1.7 **Stage one** – The employees and/or employee representative will contact the relevant team coordinator/team leader and attempt to resolve the concern or complaint at that level.
- 3.1.8 **Stage two** – If the concern is not resolved at stage one, an employee(s) and/or the employee's representative will meet with the relevant team coordinator/team leader and/or manager.
- 3.1.9 **Stage three** – If the matter is not resolved at stage two, an employee(s) and/or the employee's representative will meet with the relevant departmental director and a Human Resources representative and, if necessary, the chief executive officer, with a view to resolving the matter.
- 3.1.10 **Stage four** – In the event that any matters referred to in stages one, two and three remain unresolved following the negotiation provided for above, the matter shall be referred to the Tribunal for conciliation and/or arbitration.
This option also applies to individual grievances/disputes.

3.1.11 The process contained in stages one, two and three should be completed within seven (7) working days of the issue being raised at stage one to ensure its expedient resolution.

3.1.12 Nothing in this procedure shall prevent the union making direct representation to the organisation on matters of concern or complaints, at the request of an employee.

3.2 Consultation regarding major workplace change

3.2.1 Consultation provides employees and the union with the opportunity to have their viewpoints heard and taken into account prior to a final decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees and the union.

3.2.2 Employer to notify

3.2.2.1 Where the employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives.

3.2.2.2 Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

3.2.3 Employer to discuss change

3.2.3.1 Prior to a final decision being made to implement the changes referred to in clause 3.2.2.1, the employer must discuss with the employees affected and their representatives the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

3.2.3.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make changes referred to in clause 3.2.2.1.

- 3.2.3.3 For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

3.3 Agreement access

- 3.3.1 A current copy of the Agreement will be available at various locations (including the intranet) for the perusal of employees.

4 Employment relations and security

4.1 Employment mix

- 4.1.1 The importance of a flexible workforce enabling the organisation to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that the organisation's workforce will need to comprise a mixture of full time, part time and casual employees, employees on fixed term contracts and agency personnel. This mix will provide the flexibility necessary to enable the organisation to provide security of tenure to employees.

4.2 Recruitment

- 4.2.1 This council is committed to providing employment and promotional opportunities for its existing employees. Vacancies for new or existing positions will usually be advertised internally in the first instance. All recruitment will be in accordance with the council's recruitment procedures and guidelines.

4.3 Appointment and probation

- 4.3.1 The organisation may engage new employees or promote existing employees on a probationary basis of six (6) months duration for the purpose of facilitating the assessment of any employee's work performance.
- 4.3.2 An employee will be notified in writing upon the successful completion of the probationary period

4.4 Use of casual employees

- 4.4.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 4.4.2 Casual employees will be engaged for a period of no more than 26 weeks.
-

4.4.3 The provisions of the following clauses do not apply to casual employees:

4.4.3.1 Vocational development leave – clause 8.1.1

4.4.3.2 Sick leave, paid carer's leave, compassionate leave, emergency leave, Grace Days and jury service leave – clause 7.4, 7.7, 7.10, 7.11, 7.15 and 7.16.

4.5 Casual Employment

4.5.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under clause 12 of the Agreement.

4.5.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in clause 7 of the Agreement. Provided, however, that where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by a casual employee.

4.5.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for. But if by direction of the employer, work does not resume, the employees will be paid for that day, no less than two hours pay for the day.

4.5.4 Where a casual employee on any day reports for duty, without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid no less than two hours pay for that day.

4.5.5 There are no limitations on the term of engagement of a casual employee working less than full time hours.

4.6 Conversion of employment status

4.6.1 Notwithstanding any other provisions of clause 4.5 any employee:

4.6.1.1 engaged on a contract of employment who is entitled to be, or is, paid as a casual employee and

4.6.1.2 who has been employed by the organisation during a period of at least 12 months either:

- a) on a regular and systematic basis for several periods of employment or
- b) on a regular and systematic basis for an ongoing period of employment; and
- c) whose employment is consistent with full time or part time employment (working a minimum of ten (10) hours per week)

- 4.6.1.3 shall thereafter have the right to elect to have his or her employment converted to full time or part time employment if such employment is to continue beyond the 12 month period.
- 4.6.2 The operation of this clause shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers' compensation or other such long term absences.
- 4.6.3 The employer shall give the employee notice in writing of the provisions of clause 4.6.1 within four (4) weeks of the employee attaining the qualifying period of 12 months in accordance with that clause. The employee retains his or her right of election under that clause if the organisation fails to comply with the clause.
- 4.6.4 Any such employee who does not within four (4) weeks of receiving written notice elect to convert his or her employment to full time or part time employment will be deemed to have elected against any such conversion.
- 4.6.5 Any employee who has a right to elect under clause 4.6.1 upon receiving notice as prescribed in clause 4.6.2 shall give four (4) weeks' notice in writing to the organisation that he or she seeks to elect to convert his or her employment to full time or part time employment.
- 4.6.6 Within four (4) weeks of receiving such notice from an employee, the organisation shall consent to or refuse the election but shall not unreasonably so refuse.
- Where in accordance with this clause the organisation refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute avoidance settlement procedure.
- 4.6.7 If an employee has elected to have his or her employment converted to full time or part time employment in accordance with this clause, the organisation and the employee shall discuss and agree upon which form of employment the employee will convert to, that is full time or part time. Following such agreement being reached, the employee will convert to full time or part time employment.
- 4.6.8 Once an employee has elected to and with the agreement of the organisation converts to full time or part time employment, the employee may only revert to casual employment by written agreement with the organisation.
- 4.6.9 Any dispute about the arrangements to apply to an employee converting from casual employment to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute avoidance settlement procedures.

4.6.10 The organisation must not dismiss or threaten to dismiss or fail to engage or re-engage or prejudice an employee in employment to avoid any obligation under this clause.

4.6.11 Where an employee converts from casual to full time or part time employment, the employee's service for the purpose of leave entitlements (other than long service leave) will be calculated from the commencement of part time or full time employment.

4.7 Conversion of temporary labour hire role to a permanent position

4.7.1 Where temporary labour hire has been used continuously over a period of 12 months in a role which is not included in the full time equivalent (FTE) budget, and thereby increases the workforce numbers, that role will be converted to a permanent position and budgets changed accordingly.

4.7.2 When the position is created in accordance with clause 4.5.1 the temporary labour hire person who is working in the role at that time will not automatically be appointed to the position.

4.8 Part time employment/job sharing

4.8.1 The employer and employees recognise there are significant advantages provided by part time employment and job sharing.

4.8.2 All employees are entitled to apply to work on a part time basis or job share a position.

4.8.3 The organisation will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.

4.8.4 No current permanent full time employee will be forced to work in a part time or job share position.

4.8.5 Where a part time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.

4.8.6 Where a part time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.

4.8.7 All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours is to attract the appropriate penalty.

4.8.8 The employee shall, where possible, be given a minimum of 24 hours' notice of the organisation's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional

time shall be one (1) hour of work or in case of a day when the employee is not working or is recalled to work, a minimum of three (3) hours.

- 4.8.9 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.
- 4.8.10 Provided, however that the ordinary hours of work for a part time employee can be altered by mutual agreement between the organisation and the employee concerned, to cover short-term or longer-term operational requirements.
- 4.8.11 Part time employees who work additional hours beyond those specified in their contract of employment will access their accrued annual leave and sick leave hours in proportion to the hours actually worked, providing that each employee takes at least four (4) weeks annual leave per annum.

4.9 Fixed term employment

- 4.9.1 The organisation may offer fixed term employment contracts to new employees on the proviso that the total number of fixed term employment contracts offered by the organisation does not exceed 20% of the total number of full time equivalents that are covered by this Agreement.
 - 4.9.1.1 Where a situation arises that there is a business need to increase the percentage of fixed term employees above 20% (i.e. funding for defined periods that requires additional staff) discussion to occur with the Enterprise Agreement Consultative Committee as per Clause 1.8 of this Agreement.
- 4.9.2 A fixed term employment contract offered by the employer will contain the following provisions:
 - 4.9.2.1 The term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration.
 - 4.9.2.2 The incumbent may terminate the contract by giving the employer the minimum notice required stated within the employment contract.
 - 4.9.2.3 For contracts with a duration of two (2) years or greater, the employer shall give the Incumbent three (3) months' notice of its intention not to renew the contract and the grounds on which the decision was made.
 - 4.9.2.4 Any contract renewal offer is at the sole discretion of the organisation.

- 4.9.3 When the fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provisions in clauses 4.6.2.1 and 4.6.2.3 above will not apply.

4.10 Contracting out

- 4.10.1 It is agreed that work may be contracted in circumstances where at least one of the following criteria is met:
- 4.10.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise
 - 4.10.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
 - 4.10.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
 - 4.10.1.4 where a service review process has been conducted and the organisation determines that it is desirable to competitively tender the service to improve effectiveness or efficiency.
 - 4.10.1.5 Where the organisation determines that a service may be outsourced, it shall go through a formal service review prior to any decisions being made about that service.
- 4.10.2 In the event that a decision is made to competitively tender a service, the organisation will take all reasonable steps to support an in-house team that has employees with appropriate and relevant skills and experience which wishes to submit a tender, by providing training, support and resources.

4.11 Redundancy and redeployment

- 4.11.1 No forced redundancies
- 4.11.1.1 For the period of this Agreement there will be no forced terminations due to redundancy. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.
- 4.11.2 Written notice of redundancy
- The organisation must, as soon as practicable, but prior to the redundancy of an employee's role, give to the employee a written notice containing, among other things, the following:
- 4.11.2.1 The date and time of the proposed redundancy of the employee's role

- 4.11.2.2 Details of any monetary entitlements of the employee upon the redundancy of the employee's role including the manner and methods by which the entitlements have been calculated
- 4.11.2.3 Advice of the employee's entitlement to assistance from the organisation, including arranging training or retraining for future employment, and
- 4.11.2.4 Advice of the employee's entitlements should the employee elect to apply for a Voluntary Separation Package (VSP).

4.11.3 Voluntary separation package – redundancy

Where an employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:

- 4.11.3.1 ten (10) weeks' notice, or payment in lieu of such period of notice
- 4.11.3.2 a redundancy payment at the rate of three (3) weeks wage or wage per year of completed continual service with the organisation, with a maximum payment of 104 weeks' salary or wage. The maximum payment will include the above ten (10) weeks payment in lieu of notice
- 4.11.3.3 the employee resigning from all positions in which they are employed by the organisation
- 4.11.3.4 the employee having notified their manager, who in turn will notify Human Resources, of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the organisation or its predecessors
- 4.11.3.5 the employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment
- 4.11.3.6 the employee not having any outstanding claim for income maintenance pursuant to the *Return to Work Act 2014*
- 4.11.3.7 that the organisation has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised, the employee will have the right to decline acceptance of the VSP
- 4.11.3.8 that where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be

made in the same manner as other outstanding payments (e.g. long service leave) to the employee's estate

4.11.3.9 the employee understanding that they will not be eligible for re-employment with the organisation for a period of two (2) years from the date of resignation

4.11.3.10 each VSP requires the specific approval of the chief executive officer, notification to the appropriate union

and

4.11.3.11 any dispute arising under the provisions of this clause will be dealt with in accordance with the Dispute avoidance/settlement procedures as set out in clause 3.1.

4.11.4 Time off during notice period

4.11.4.1 During the period of notice of termination, an employee is entitled to up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.11.4.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.11.5 Redeployment

4.11.5.1 Where an employee's position is no longer required, in the first instance, every endeavour will be made to redeploy the person to a position at the same classification level.

4.11.5.2 An employee whose position is no longer required may decline redeployment to an alternative position at a lower classification and waive their rights to redeployment and retraining and elect to apply for a VSP.

4.11.5.3 Where an employee is redeployed to a position at a lower classified level, the organisation will:

- a) provide for the maintenance of wages at the date of redeployment at their existing level for a period of two (2) years. There will be no entitlement to any increase in wages until such time as the wage relevant to the lower classified position is equal to the maintained wage. If the maintained wage is not equal to the lower classified position after two (2) years, the maintained wage will be reduced to the wage applicable to the lower classification

- b) seek opportunities to retrain and redevelop the employee to enable them to establish themselves at their previous classification level
- c) at the employee's request, and by arrangement with the appropriate authority, continue superannuation contributions by the employer and employee on an on-going basis at the level which applied prior to redeployment.

4.11.5.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.

4.11.5.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

5 Wages and related matters

5.1 Payment of wages

5.1.1 Payment of wages will be made to employees fortnightly by close of business on Thursday by electronic funds transfer into a nominated account of a bank or other recognised financial institution of the employee's choice.

5.2 Allowances

5.2.1 All allowances paid under the Local Government Employees Award, other than those specified in this clause have been discontinued and annualised for the Waste Management Section.

5.2.1.1 First aid allowance. A certified first aid officer who is nominated by the employer to act on such certification is paid \$24.25 per week.

5.2.1.2 The Enterprise Agreement Consultative Committee will be responsible for determining the process to identify the required number of first aiders (who will be eligible for the Allowance) aligned to the requirements of the Code of Practise.

5.2.1.3 Motor vehicle allowance. An employee who, at the direction of the employer, is required to use his/her privately owned vehicle for official use in connection with the business of the organisation will be reimbursed as follows:

| Type of vehicle | Rate of allowance |
|--|---------------------|
| Car with an engine of 4 cylinders or less | 97 cents per km |
| Car with an engine of more than 4 cylinders or a rotary engine | \$1.09 cents per km |

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| | |
|-------------|-----------------|
| Motor cycle | 38 cents per km |
|-------------|-----------------|

5.2.1.4 Each of the above allowances will be increased from the commencement of the first pay period on or after 1 January each year during the life of the Agreement, commencing from January 2020, by the percentage increase in the Adelaide Consumer Price Index – ABS Catalogue 6401 over the 12 months ending 30 September of the preceding year.

5.2.1.5 No other allowances will apply during the life of this Agreement.

5.3 Drivers licence

5.3.1 The organisation will reimburse any employee whose duties require them to drive a vehicle during the course of their normal duties, the cost of the driver's licence for one (1) to five (5) years fee on presentation of the licence renewal/tax invoice and receipt.

5.4 Payment of Council rates

5.4.1 Employees who live within the City of Onkaparinga may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions.

5.4.2 It is the employee's responsibility to meet their individual obligations in relation to payment of rates.

5.5 Union fees

5.5.1 For the life of this Agreement, the organisation will deduct union fees from employee's (who request it) wages at no cost to the employee.

5.6 Superannuation

- 5.6.1 The parties agree that all employees shall have their choice of superannuation fund.
- 5.6.2 For any employee that does not provide a duly completed Choice of Fund form prior to the commencement of their employment, 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).
- 5.6.3 The amount of the Employer superannuation contribution will be:
- 5.6.3.1 For each Employee who is making a Salarylink Contribution to Statewide Super:
- 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 the Trustee of 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.
- 5.6.3.2 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.

5.7 Salary sacrifice

- 5.7.1 Subject to the following conditions, an employee may apply to the organisation to salary sacrifice any part of their salary to make additional contributions to approved superannuation funds or to purchase a vehicle under a novated lease agreement through an approved provider.
- 5.7.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 5.7.1.2 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
- 5.7.1.3 Any such arrangement shall be by mutual agreement between each individual employee and the organisation, provided that approval by the organisation shall not be unreasonably withheld.
-

- 5.7.1.4 The application shall be in writing on the relevant form provided by Payroll 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.
- 5.7.1.5 The arrangements made may only apply to future salary arrangements and cannot be retrospective.
- 5.7.1.6 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll officers.
- 5.7.1.7 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 the Statewide Super Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 5.7.1.8 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
- 5.7.1.9 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrifice arrangement.
- 5.7.1.10 During the life of this Agreement, the organisation may introduce additional salary sacrifice arrangements for employees to lease other goods allowed by the Australian Taxation Office

6 Work practices

6.1 Hours of work

- 6.1.1 The parties recognise the benefits of flexible working hours and agree that the business needs of the organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of the service. Operating hours for the purpose of this clause shall be governed by:
 - 6.1.1.1 the employer's business needs
 - 6.1.1.2 the business needs of the work area
 - 6.1.1.3 internal and external customer service requirements
 - 6.1.1.4 interrelationships (dependency, impact, service) of the work area with other parts of the organisation
 - 6.1.1.5 employee's family needs

and

6.1.1.6 parameters further defined in this clause.

- 6.1.2 The parties agree to the working of longer daily hours over nine (9) days to accrue time towards a Rostered Day Off (RDO). Full time employees are required to work a minimum of eight (8) x 8.5 hours and one (1) x 8 hour day (Early Day) unless an employee has made arrangements with their team co-ordinator/team leader to work fewer hours as a consequence of taking accrued time off.
- 6.1.3 Where an RDO falls on a public holiday, the employee shall be paid for that day as a public holiday and the RDO shall be taken at another mutually agreed time.
- 6.1.4 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.1.5 The ordinary span of hours shall be 6am to 8pm Monday to Friday excluding public holidays. Shift work between these hours will be by mutual agreement. Employees shall not be required to work split shifts.
- 6.1.6 Notwithstanding the span of hours prescribed under 6.1.4 hereof, during extreme heat work shall commence at 5:30am with all available RACVs out for collection and conclude upon completion of the section's ordinary daily RACV Operator duties. RACV Operators will assist other team members in the completion of all rounds prior to ceasing work as a group for the day.
- 6.1.7 Extreme heat shall be assessed and managed in accordance with the Council's Inclement Weather and Sun Protection procedure.
- 6.1.8 All hours worked in one (1) day in excess of 8.5 hours between the hours of 3pm and 5pm will attract either payment or Time Off in Lieu (TOIL) at 1.5 times the ordinary hourly rate. The option for payment or TOIL is determined by the employee and may only be altered on a weekly basis.
- 6.1.9 Any work in excess of 10.5 hours in a day will be paid at double time.
- 6.1.10 Any paid overtime or accrual of TOIL must be approved by the appropriate team coordinator/team leader/manager prior to the additional hours being worked.
- 6.1.11 In the event of involuntary overtime being required in emergency situations or when an employee is requested to remain at work beyond their standard day to attend a meeting relevant to or for the organisation, which is not a regular feature of the job, the appropriate overtime rates shall apply.

- 6.1.12 Other than in emergencies, reasonable notice shall be given where it is expected that work will continue beyond 8.5 hours on a particular day. In such emergency situations overtime provisions outlined in clause 6.1.7 shall apply, unless the employee has worked 10.5 hours, at which time double time will apply.
- 6.1.13 Weekend overtime shall be paid or accrued as TOIL at the applicable Award rates.
- 6.1.14 A weekend overtime roster will be implemented during the summer school holidays. The employer will determine the requirement for weekend overtime.
- 6.1.15 Wherever possible, employees will be advised of the requirement to work weekend overtime on Wednesday prior to the commencement of the overtime.
- 6.1.16 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 6.1.17 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.1.18 Taking of TOIL will be by mutual agreement with local management prior to the absence and will be contingent upon operation requirements.
- 6.1.19 The maximum amount of accrued TOIL shall be 76 hours. All time accrued in excess of 76 hours may be paid at the ordinary hourly rate, by mutual agreement.
- 6.1.20 The taking of breaks will be as follows:
- 6.1.20.1 One paid 15 minute tea break per day is allowed.
- 6.1.20.2 An unpaid lunch break of at least 30 minutes duration after any continuous five (5) hour work period. TOIL cannot be accrued for working through this break.
- 6.1.21 Each employee will record their daily working hours on an approved attendance record and submit this to their team coordinator/team leader for endorsement at the end of each fortnight.
- 6.1.22 Documentation in relation to the taking of leave shall continue as per this Agreement and the organisation's policies and procedures, as amended from time to time.
- 6.1.23 For the purposes of this Agreement each employee (not including casual employees) will be entitled to:
- 6.1.23.1 10 days sick leave
- and

6.1.23.2 20 days annual leave

6.1.23.3 A standard payment for the purpose of calculating leave and payment for public holidays is 8.5 hours.

6.1.24 Team leaders/managers will consult with their employees with the aim of reaching agreement in respect to work schedules in accordance with the needs of the work and the above parameters.

7 Leave of absence

7.1 Annual leave

7.1.1 Entitlement to annual leave

7.1.1.1 An employee (other than a casual employee) is entitled to four (4) weeks annual leave for each completed year of continuous service. Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.

7.1.2 Annual leave exclusive of public holidays

7.1.2.1 The annual leave prescribed by this clause is exclusive of any public holiday named under this Agreement that fall on a day which would have been an ordinary working day of the employee. If any such holiday falls within an employee's period of annual leave, the period of leave will be increased by one (1) day for each holiday.

7.1.3 Accrual of annual leave entitlement

7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:

- a) full time employee: 152 hours per annum
- b) part time employee: 152 x average weekly ordinary 38 hours over previous 12 months.

7.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part time employee accrues such annual leave on a pro-rata basis.

7.1.4 Time of taking annual leave

7.1.4.1 Annual leave is taken at a time fixed by the organisation within a period not exceeding six (6) months from the right to annual leave accrued and after not less than two (2) weeks' notice to the employee.

7.1.4.2 Nothing contained in clause 7.1.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

7.1.4.3 An employee may elect, with the consent of the employer to take annual leave in single day periods not exceeding ten (10) days in any calendar year.

7.1.5 Leave allowed before due date

7.1.5.1 The organisation may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.

7.1.5.2 Where leave has been granted to an employee pursuant to this sub-clause, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee, deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

7.1.6 Payment for annual leave

7.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under clause 12 of the Agreement.

7.1.6.2 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with clause 7.1.3.

7.1.7 Shut down

7.1.7.1 Where the organisation requires the business operation or part of it to be temporarily shut down, the organisation may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.

7.1.7.2 No more than two (2) shut downs can occur in one (1) calendar year.

7.1.7.3 Where:

a) an employee is unable to attend work because of a shut down

and

- b) that employee has not accrued a full year's entitlement to annual leave that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 7.1.3.2.

7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, and the employee does not have a full or pro-rata credit of leave, the employee may be stood off without pay during the period of the close down for any time in excess of the employee's leave credit.

7.1.7.5 All time that the employee is stood off without pay for the purposes of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

7.2 Annual leave loading

7.2.1 Annual leave loading entitlement of 17.5% of four (4) weeks wage of the employee's substantive classification has been 'annualised' and forms part of the normal wage.

7.3 Purchase leave

7.3.1 The parties agree that employees may apply to purchase additional annual leave in terms approved by the employer. Granting any application is at the sole discretion of the employer.

7.4 Sick leave

7.4.1 The employer and employees agree to continue to research and report on innovative or successful workplace practices that have the effect of reducing sick leave use.

7.4.2 Entitlement to sick leave

7.4.2.1 An employee (other than a casual employee) who has a sick leave credit:

- a) is entitled to take sick leave if the employee is too sick to work
- b) and who is on annual leave is entitled to take sick leave if the employee is too sick to work for a period of at least three (3) days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's sick leave entitlement.

7.4.3 Accrual of sick leave

7.4.3.1 An employee's entitlement to sick leave accrues as follows:

- a) for the first year of continuous service – at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours
- and
- b) for each later year of continuous service, at the beginning of each year:
 - i. full time employee accrues 76 hours
 - ii. a part time employee accrues pro-rata hours in accordance with the following formula $76 \times \text{average weekly ordinary hours} \div 38$ over the previous 12 months.
- c) An employee's sick leave accumulates from year to year and any sick leave taken by the employee is deducted from the employee's sick leave credit.

7.4.4 Conditions for payment of sick leave

7.4.4.1 The employee is not entitled to payment for sick leave unless:

- a) the employee gives the employer notice of sickness, its nature and estimated duration before the period for which sick leave is sought begins. However, if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins
- and
- b) the employee, at the request of the employer, provides a medical certificate or a statutory declaration.

The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of sick leave.

7.4.4.2 Where concerns exist about the nature of leave taken, a medical certificate or statutory declaration may be requested by a Director, Manager or Team Leader.

7.4.4.3 A medical certificate as outlined in the employee leave procedure will be provided from a registered health practitioner in the following instances:

- a) For full time employees, where five (5) or more consecutive days are taken together.
- b) For part time employees where contracted days of work are taken altogether that would otherwise in ordinary circumstances constitute an entire regular working week.

7.5 Long service leave

- 7.5.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.
- 7.5.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.
- 7.5.3 Long service leave accrued in the first ten (10) years of service must be taken by the completion of 13 years of service. Managers are to ensure leave is taken within the allocated time.
- 7.5.4 Accumulated long service leave (e.g. 11–20 years' service) must be taken within three (3) years of the next ten (10) years' service anniversary.
- 7.5.5 Long service leave may be taken at a time mutually convenient between the organisation and the employee concerned after seven (7) years' service in periods of at least one (1) week.
- 7.5.6 An employee may take long service leave after seven (7) years' service in the following manner:
 - 7.5.6.1 half pay, thus doubling the period of leave taken
 - 7.5.6.2 double pay, thus halving the period of leave taken
 - 7.5.6.3 'cashing out' all or part of their accrued leaveor
 - 7.5.6.4 taking the leave as normal.

- 7.5.7 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

7.6 Parental leave

- 7.6.1 Subject to the terms of this clause, employees are entitled to maternity, partners and adoption leave, and to work part time in connection with the birth or adoption of a child.

7.6.2 Definitions

For the purpose of this clause the following definitions will apply:

- 7.6.2.1 'Continuous service' as it relates to this clause means continuous service with the City of Onkaparinga.

- 7.6.2.2 'Child' means a child of the employee under the age of one (1) year, except for adoption of a child where child means a person under the age of five (5) years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.

- 7.6.2.3 'Spouse' includes a de facto or former spouse.

- 7.6.2.4 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.

- 7.6.2.5 'Eligible casual employee' means a casual employee:

- a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an on-going period of employment during a period of at least 12 months
and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of on-going employment.

7.6.3 Transfer to a safe job

- 7.6.3.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions applicable to that job until the commencement of maternity leave.

- 7.6.3.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

7.6.4 Replacement employees

- 7.6.4.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 7.6.4.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.6.5 Basic entitlement

- 7.6.5.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave, on a shared basis, in relation to the birth or adoption of their child. For females, maternity leave may be taken, and for males, partners leave may be taken. Adoption leave may be taken in the case of adoption.
- 7.6.5.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- a) for maternity and partners leave, an unbroken period of one (1) week at the time of the birth of the child
 - b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

7.6.6 Variation of period of parental leave

- 7.6.6.1 Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four (4) weeks' prior to the commencement of the changed arrangements.

7.6.7 Unpaid maternity leave

- 7.6.7.1 An employee will provide to the employer, at least ten (10) weeks in advance of the expected date of commencement of maternity leave:
- a) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement
 - b) written notification of the date on which she proposes to commence maternity leave and the period of leave to be taken and

- c) a statutory declaration stating particulars of any period of partners leave sought or taken by her spouse and that, for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

7.6.7.2 Subject to clause 7.6.7.1 above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.

7.6.7.3 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.6.7.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

7.6.7.5 Where leave is granted under clause 7.6.7, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

7.6.8 Paid maternity leave

7.6.8.1 A female employee who produces to the organisation with ten (10) weeks' notice, a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be entitled to payment whilst on maternity leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid maternity leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted nine (9) weeks paid maternity leave
- c) after 36 months of continuous service employees will be granted 12 weeks paid maternity leave
- d) The period of paid maternity leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave

- e) Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave
- f) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes
- g) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease

7.6.8.2 In extenuating circumstances the employer will consider the application of this section in full or part to *partner* employees where it can be satisfied that the employee is the primary caregiver.

7.6.9 Introduction of paid maternity leave legislation

7.6.9.1 The provisions of this agreement relation to Paid Maternity Leave are not affected or reduced by the existing Commonwealth Government Paid Maternity Leave Scheme.

7.6.9.2 If during the life of this agreement a legislative scheme is introduced which is fully government funded for any other form of parental leave the provisions of paid parental leave outlined in this agreement will remain.

7.6.10 Unpaid partners leave

An employee will provide to the employer at least ten (10) weeks prior to each proposed period of partners leave with:

7.6.10.1 a certificate from a registered medical practitioner which names the employees' partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place

and

7.6.10.2 written notification of the dates on which the employee proposes to start and finish the period of partner's leave

and

7.6.10.3 a statutory declaration stating:

a) the employee will take that period of partners leave to become the primary caregiver of a child

b) particulars of any period of maternity leave sought or taken by the employee's partner

and

- c) that for the period of partners leave the employee will not engage in any conduct inconsistent with the contract of employment.

7.6.10.4 An employee may take partners leave without giving ten (10) weeks' notice if:

- a) the birth of the child occurs earlier than expected or
- b) the mother of the child dies
- or
- c) other compelling circumstances arise.

Where any of these conditions occur, the employee shall notify the employer of any change in the information provided previously as soon as possible.

7.6.11 Paid partners leave

7.6.11.1 An employee who produces to the organisation with ten (10) weeks' notice, a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be entitled to payment whilst on partners leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted one (1) week of paid partners leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted two (2) weeks paid partners leave
- c) after 36 months of continuous service employees will be granted three (3) weeks paid partners leave
- d) the period of paid partners leave will be paid in the normal fortnightly pay from the commencement of the parental leave and
- e) any public or statutory holiday which may fall within the period of paid partners leave shall be counted as a day of such parental leave
- f) absence from work during paid partners leave shall count as service for the accrual of sick leave, annual leave and long service leave

7.6.12 Unpaid adoption leave

7.6.12.1 The employee will notify the employer at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances

beyond the control of the employee, the adoption of a child takes place earlier.

- 7.6.12.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- a) the employee is seeking adoption leave to become the primary caregiver of the child
 - b) particulars of any period of adoption leave sought or taken by the employee's spouse
and
 - c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 7.6.12.3 The employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 7.6.12.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

7.6.13 Paid adoption leave

- 7.6.13.1 An employee who produces evidence to the satisfaction of the organisation that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be entitled to payment whilst on leave as follows:
- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid adoption leave
 - b) after 24 months of continuous service to less than 36 months employees will be granted nine (9) weeks paid adoption leave
 - c) after 36 months of continuous service employees will be granted 12 week paid adoption leave.
 - d) Any public or statutory holiday which may fall within the period of paid adoption leave shall be counted as a day of such parental leave.
- 7.6.13.2 In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared caregiver responsibility.
- 7.6.13.3 Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.6.13.4 Where the employee is to become the long term foster carer of a child the employer will consider the application of the provisions of paid or unpaid adoption leave as set out in clauses 7.6.11 and 7.6.12, in full or part to that employee.

7.6.13.5 Each case will be assessed separately on its merits and on the term of the foster care arrangement and will require the approval of the Chief Executive Officer.

7.6.14 Parental leave and other entitlements

7.6.14.1 An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements that they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

7.6.14.2 Where an employee, not then on parental leave, suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks.

7.6.15 Right to request

7.6.15.1 An employee entitled to parental leave may request the employer to allow the employee:

- a) To extend the period of simultaneous unpaid parental leave provided for in clause 7.6.5 up to a maximum of eight (8) weeks.
- b) To extend the period of unpaid maternity leave provided for in clause 7.6.5 by a further continuous period of leave not exceeding 12 months
- c) To return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.6.15.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employers business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.6.15.3 The employee's request and the employer's decision made under clauses 7.6.15.1 and 7.6.15.2 must be recorded in writing

7.6.15.4 Where an employee wishes to make a request under clause 7.6.15.1, as soon as possible but no less than seven (7) weeks

prior to the date upon which the employee is due to return to work from parental leave.

7.6.16 Returning to work after a period of parental leave

- 7.6.16.1 An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 7.6.16.2 An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.6.3, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.6.16.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 7.6.16.4 The employer must not fail to re-engage a casual employee because:
- 7.6.16.5 the employee or employee's spouse is pregnant or
- 7.6.16.6 the employee is or has been immediately absent on parental leave.
- 7.6.16.7 The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.6.17 Part time work following parental leave

- 7.6.17.1 Entitlement – with the agreement of the employer:
- 7.6.17.2 A partner employee (as defined) may work part time in one (1) or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- 7.6.17.3 A female employee may work part time in one (1) or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
- 7.6.17.4 A female employee who has given birth may work part time in one (1) or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

7.6.17.5 In relation to adoption, an employee may work part time in one (1) or more periods at any time from the date of the placement of the child until the second anniversary of that date.

7.6.18 Return to former position

7.6.18.1 An employee who has had at least 12 months' continuous service with the employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one, the right to return to their former position.

7.6.18.2 Nothing in clause 7.6.18.1 shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part time employment.

7.6.19 Effect of part time on continuous service

7.6.19.1 Commencement on part time work under this subclause and return from part time work to full time work under this subclause shall not break the continuity of service or employment.

7.6.20 Pro-rata entitlements

7.6.20.1 Subject to the provisions of this subclause and the matters agreed to in accordance with clause 7.6.17 hereof, part time employment shall be in accordance with the provisions of this Agreement, which shall apply pro-rata.

7.6.21 Transitional arrangements – annual leave

7.6.21.1 An employee working part time under this subclause shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part time work under this subclause.

7.6.21.2 A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in this Agreement, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.

7.6.21.3 Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.

7.6.22 Transitional arrangements – sick leave

- 7.6.22.1 An employee working part time under this subclause shall have sick leave entitlements that have accrued under this Agreement (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

7.6.23 Part time work agreement

- 7.6.23.1 Before commencing a period of part time employment under this subclause, the employee and the employer shall agree:
- 7.6.23.2 that the employee may work part time
- 7.6.23.3 upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work
- 7.6.23.4 upon the classification applying to the work to be performed and
- 7.6.23.5 upon the period of part time employment.
- 7.6.23.6 The terms of this part time work agreement may be varied by consent.
- 7.6.23.7 The terms of this part time work agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 7.6.23.8 The terms of this part time work agreement shall apply to the part time employment.

7.6.24 Termination of employment

- 7.6.24.1 The employment of a part time employee under this subclause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.
- 7.6.24.2 Any termination entitlements payable to an employee whose employment is terminated while working part time under this subclause, or while working full time after transferring from part time work under this subclause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination

entitlement based on the period of full time employment and all service as a part time employee on a pro-rata basis.

7.6.25 Extension of hours of work

7.6.25.1 The employer may request, but not require, an employee working part time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 7.6.23.

7.6.26 Nature of part time work

7.6.26.1 The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

7.6.27 Replacement employees

7.6.27.1 A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.

7.6.27.2 A replacement employee may be employed part time. Subject to clauses 7.6.19, 7.6.20, 7.6.22, 7.6.23, 7.6.24 and 7.6.27.1 shall apply to the part time employment of replacement employees.

7.6.27.3 Before the employer engages a replacement employee under 7.46.1 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.6.27.4 Nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.

7.7 Paid carers leave

- 7.7.1 An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this sub clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.
- 7.7.2 An employee shall be allowed a maximum aggregate of five (5) days paid carers leave per annum without a medical certificate provided that, for any period of paid carers leave where five (5) or more consecutive days are taken together or single days taken together with a public holiday or rostered day off, satisfactory evidence shall be submitted by the employee concerned if required by the employer.
- 7.7.2.1 The entitlement to use sick leave in accordance with this sub clause is subject to
- a) the employee being responsible for the care of the person concerned
 - and
 - b) the person concerned being either:
 - i. a member of the employee's immediate family
 - ii. a member of the employee's household.
- 7.7.2.2 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 7.7.2.3 The parties recognise that the Act caps paid carers leave at ten (10) days per year, regardless of the amount of sick leave accrued by an employee. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carers leave (that is, more than ten [10] days per year) where the employee has accrued sufficient sick leave.

7.8 Unpaid carers leave

- 7.8.1 All employees, including casual employees, will be entitled to two (2) days unpaid carers leave for each occasion when a member of the employee's immediate family or household requires care and support because of:
- 7.8.1.1 a personal illness or injury of the member
- or

7.8.1.2 an unexpected emergency affecting that member.

7.8.2 An employee is entitled to unpaid carer's leave only if the employee complies with the following requirements:

7.8.2.1 the employee must notify the employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced

and

7.8.2.2 the employee must provide the employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the employee, which identifies the name of the person who requires care and support and the relationship of the employee to that person.

7.8.3 An employee's entitlement to unpaid carers leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and paid carers leave.

7.9 Long Term Unpaid family carers leave

7.9.1 Employees who make application may be granted (by the chief executive officer or delegate) up to four (4) years leave without pay to care for an immediate family member, subject to the following conditions:

7.9.1.1 The employee shall have five (5) years continuous service at the time of taking the leave.

7.9.1.2 The employee must be the primary caregiver for the person concerned.

7.9.1.3 The 'person concerned' must be a member of the employee's immediate family or household.

7.9.1.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and anticipated length of absence.

7.9.1.5 Employees may work on a casual basis for the employer while on unpaid family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.

7.9.1.6 Absence on unpaid family carer's leave shall not break the continuity of service of an employee, but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Agreement.

- 7.9.1.7 An employee on unpaid family carers leave for up to three (3) months is entitled to the position that he or she held immediately before proceeding on unpaid family carers leave.
- 7.9.1.8 An employee, upon returning to work after unpaid family carers leave of more than three (3) months duration, shall be entitled to a position at the same classification.
- 7.9.1.9 Unpaid family carers leave may be extended, but under no circumstances will the absence on unpaid family carer's leave extend beyond four (4) years.
- 7.9.1.10 Unpaid family carers leave may be taken immediately following a period of parental Leave (as per clause 7.5) where applicable. In these instances the combined period of leave shall not extend beyond five (5) years.
- 7.9.1.11 Unpaid family carers leave shall not be taken 'back to back' with professional development leave.
- 7.9.1.12 An employee on unpaid family carers leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

7.10 Compassionate leave

- 7.10.1 An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days' work:
 - 7.10.1.1 to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life
 - and/or
 - 7.10.1.2 upon the death of an immediate family or household member.
- 7.10.2 Proof of such illness/injury or death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 7.10.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.
- 7.10.4 Additional compassionate leave
 - 7.10.4.1 Compassionate Leave at the time of the death of an immediate family or household member will be administered in accordance

with this Agreement and the organisation's Employee Leave procedure, as amended from time to time.

7.10.4.2 Where extra leave is required in addition to the above entitlement, employees can utilise their sick leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.

7.10.4.3 Additional compassionate leave shall not accumulate from year to year as such, however sick leave entitlements from which the additional compassionate leave would have been available shall continue to accumulate as sick leave pursuant to this Agreement.

7.11 Emergency leave

7.11.1 The organisation recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.

7.11.2 In addition to the provision of flexible working hours, as outlined in this Agreement, the organisation will allow the use of up to a maximum of five (5) days each service year of available uncertified sick leave for emergency leave.

7.11.3 Emergency leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal attention. This may include, but is not limited to, caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one (1) hour and no more than one (1) day on each occasion.

7.11.4 Notification requirements are the same as those that apply to sick leave as outlined in the organisation's Employee Leave procedure, as amended from time to time.

7.11.5 Emergency leave shall not accumulate from year to year as such, however sick leave entitlements from which the emergency leave would have been available shall continue to accumulate as sick leave pursuant to the Agreement provisions.

7.12 Crisis leave

- 7.12.1 Council recognises the requirement for flexibility in the management and taking of unplanned leave. An employee may access up to three (3) days paid crisis leave per calendar year which is provided in addition to other leave entitlements. This leave is provided to attend to:
- 7.12.2 Unplanned matters of urgent and pressing necessity as defined in clause 1.4.5 which requires the immediate action and attention by employees.
- 7.12.3 Crisis leave can be used in conjunction with compassionate leave as set out in clause 7.10 or emergency leave as set out in clause 7.11.
- 7.12.4 Crisis leave may be used in urgent circumstances as defined and will not be allowed in circumstances that are normally and reasonably covered by annual leave, rostered days off, time off in lieu or where arrangements can be reasonably made by the employee to prevent taking leave.
- 7.12.5 Employees seeking crisis leave with pay shall discuss the circumstances giving rise to the application for such leave with their team leader.
- 7.12.6 Crisis leave is not cumulative.

7.13 Volunteer Leave

- 7.13.1 Employees involved in a formal volunteering arrangement are able to access five (5) single days unpaid leave per calendar year to undertake their volunteer activities.
- 7.13.2 Volunteer leave must be arranged with the team leader/manager in advance and be taken at a time that is mutually convenient. An application for leave must be completed on each occasion.
- 7.13.3 Unpaid volunteer leave is not cumulative.
- 7.13.4 Volunteer leave does not affect the provisions outlined in the procedure 'Emergency Services Leave'.

7.14 Cultural Leave

- 7.14.1 The parties to this agreement recognise the differing cultural needs of employees. Cultural leave is designed to facilitate the participation of employees with specific cultural obligations in the ceremonial and cultural practices in their community. Employees will be able to access up to three (3) days unpaid leave per calendar year for this purpose.
- 7.14.2 Cultural leave must be arranged with the team leader/manager in advance and taken at a time that is mutually convenient.
- 7.14.3 Employees seeking cultural leave must fully disclose the circumstances giving rise to the application. An application for leave must be completed on each occasion.
- 7.14.4 Unpaid cultural leave is not cumulative.

7.15 Grace Days

- 7.15.1 The City of Onkaparinga will be closed between Christmas Day and New Year's Day during the life of this agreement. It is recognised that Waste Services continue through this period. This clause provides for three (3) Grace Days for all fulltime employees, excluding casual employees, and is provided in addition to other leave entitlements. Grace Days for part time employees will be based on their contracted hours of duty and their agreed and documented days of work.
- 7.15.2 Where a fulltime employee is directed/rostered to work between Christmas Day and New Years Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s at an alternative time in negotiation with the team leader/manager.
- 7.15.3 Where a part time employee is directed/rostered to work between Christmas Day and New Years Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s (calculated in proportion to the hours worked) at an alternative time in negotiation with the team leader/manager.
- 7.15.4 An employee who applies for and is granted sick/carers leave, or is on any form of unpaid leave or parental leave on a nominated Grace Day will not be entitled to a day off or payment in lieu of a Grace Day.

7.16 Jury service

- 7.16.1 A full time or part time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
 - 7.16.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service

7.16.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance

7.16.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the organisation

and

7.16.1.4 the employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal days' work.

7.16.2 Jury service shall count as service for all purposes of the Agreement.

7.17 Public Holidays

7.17.1 Any employee rostered to work on any statutory or gazetted public holiday including 25 December, even if 25 December is not declared a public holiday, will attract penalty rates of triple time for all hours worked OR attract a penalty rate of double time and an entitlement to bank 8.5 hours of TOIL.

7.18 Leave to Deal with Family and Domestic Violence

7.18.1 Eligibility

This clause applies to all employees, including casuals.

7.18.2 Definitions

In this clause:

7.18.2.1 family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

7.18.2.2 family member means:

- a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

- 7.18.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 7.18.2.2(a) includes a former spouse or de facto partner.

7.18.3 Entitlement to leave

- 7.18.3.1 An employee is entitled to 38 hours unpaid leave to deal with family and domestic violence, as follows:

- a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- b) the leave does not accumulate from year to year; and
- c) is available in full to part-time and casual employees.

- 7.18.3.2 A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

- 7.18.3.3 The employer and employee may agree that the employee may take more than 38 hours unpaid leave to deal with family and domestic violence.

7.18.4 Taking unpaid leave

- 7.18.4.1 An employee may take unpaid leave to deal with family and domestic violence if the employee:

- a) is experiencing family and domestic violence; and
- b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

- 7.18.4.2 The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

7.18.5 Service and continuity

- 7.18.5.1 The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

7.18.6 Notice

- 7.18.6.1 An employee must give their employer notice of the taking of leave by the employee under clause 7.18.

The notice:

- a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- b) must advise the employer of the period, or expected period, of the leave.

7.18.7 Evidence

- 7.18.7.1 An employee who has given their employer notice of the taking of leave under clause 7.18.6 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 7.18.4.

- 7.18.7.2 Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

7.18.8 Confidentiality

- 7.18.8.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.18.7 is treated confidentially, as far as it is reasonably practicable to do so.

- 7.18.8.2 Nothing in clause 7.18.8.1 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

- 7.18.8.3 Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer will maintain such information in a secure file to prevent unauthorised access.

7.18.9 Compliance

- 7.18.9.1 An employee is not entitled to take leave under clause 7.418 unless the employee complies with clause 7.418.

8 Employee learning and development

8.1 Employee learning and development

8.1.1 Vocational development leave

- 8.1.1.1 Employees who make application may be granted (by the chief executive officer or his/her delegate) up to three (3) years leave

without pay to undertake a course of study or to take up a vocational development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.

- 8.1.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 8.1.1.3 Absence on vocational development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.1.1.4 An employee on vocational development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on vocational development leave.
- 8.1.1.5 An employee, upon returning to work after vocational development leave of more than three (3) months duration, shall be entitled to a position at the same classification level.
- 8.1.1.6 An employee on vocational development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- 8.1.1.7 Vocational development leave shall not be taken 'back to back' with unpaid carers leave or with another period of vocational development leave.
- 8.1.1.8 An employee must have completed a reasonable period of service between periods of professional development leave. This will be influenced by the length of approved leave previously taken.

8.2 Study assistance

- 8.2.1 It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.
- 8.2.2 Study assistance (study leave or reimbursement of fees) is managed in accordance with the organisation's Study Assistance procedure as amended from time to time.

8.3 Training

- 8.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the

potential to lead to a multiskilled workforce which will give benefits to the organisation in improved productivity as well as providing improved career prospects for employees. As such, the organisation has a commitment to the on-going training of its employees.

- 8.3.2 It is acknowledged that change is a part of the on-going development of the organisation and that training will continue on change management programs.
- 8.3.3 It is recognised that planning sessions and personal/vocational development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of the organisation. As a means of enabling greater flexibility in the provision of planning/training activities, the organisation may require employees to attend selected activities conducted on Saturdays between the hours of 8am and 5pm. Training shall not be conducted on a Saturday forming part of a weekend adjacent to a public holiday.
- 8.3.4 A minimum period of four (4) weeks' notice will be provided prior to any planning/training activity being conducted during the times set out in clause 8.3.3 above. An employee will not be required to attend more than an aggregate of eight (8) hours per annum. However, employees may elect to attend additional program/activities.
- 8.3.5 Time spent on planning/training activities conducted during the times set out in clause 8.3.3 above shall, at the discretion of the employee, either be paid at the ordinary rate of pay or taken as time off in lieu of payment at ordinary time. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 8.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.
- 8.3.7 No other payments or penalties will apply, with the exception of either the provision of a meal by the organisation or payment of the appropriate meal allowance.
- 8.3.8 The organisation will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements.
- 8.3.9 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the Manager of Culture and People.
- 8.3.10 No employee shall be required to participate in a planning/training activity that, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one (1) day.
- 8.3.11 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the ordinary working hours described in this Agreement.

- 8.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 8.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 8.3.14 Notwithstanding the above, the organisation may offer training opportunities for personal development outside of ordinary working hours in the employee's own time on a voluntary basis.

8.4 Trade union training

- 8.4.1 The employer recognises the importance of supporting union workplace representatives and deputies and will facilitate trade union training for elected workplace representatives of up to five (5) days maximum per annum per person as approved by local management. The aggregate of the training shall not exceed 20 days per annum.
- 8.4.2 Wherever possible, a minimum of four (4) weeks' notice to the employer is required and operational requirements and priorities will not suffer as a result of attendance at training.
- 8.4.3 Workplace representatives will be entitled to the use of the organisation's telephones, faxes, photocopiers, internet, email and facilities to assist in their communication with employees.
- 8.4.4 Union workplace representatives will be allowed paid time to carry out their work as union representatives, with the approval of their manager.

9 Miscellaneous

9.1 Work health and safety

- 9.1.1 The employer and employees recognise the importance of an effective work health and safety program in providing a safe work environment for all employees. It is further recognised that improved work health and safety will ultimately increase productivity throughout the organisation by reducing the number of incidents/accidents and therefore lost time.
- 9.1.2 The employer and employees will strive to continually improve work health and safety performance in accordance with the Return to Work Exempt Employer Performance Standards and provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.
- 9.1.3 The necessity to fulfil the obligations outlined in the *Work Health and Safety Act (2012)* is recognised, and the employer and employees are committed to on-going training in this vital area.
- 9.1.4 In any alteration to work practices, a reduction in the potential for workplace injuries or illness will be of prime importance.
- 9.1.5 All employees will be provided with the opportunity to undertake the training required to reach and retain the Senior First Aid Certificate.

9.2 Employee assistance program

- 9.2.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the organisation will provide employees with access to professional, independent and confidential counselling services at no cost to the employee.
- 9.2.2 The self-referral service will be available 24 hours per day, 365 days per year in accordance with the Employee Assistance Program procedure, which may be amended from time to time by Human Resources.

9.3 Journey injury insurance

- 9.3.1 The organisation will provide journey injury insurance for all employees embraced by this Agreement.
- 9.3.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training, and all private journeys as defined in clause 1.4.15.
- 9.3.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.

9.4 Income protection insurance

- 9.4.1 The organisation will negotiate access to a sickness and accident insurance scheme at competitive rates and conditions for employees.
- 9.4.2 Employees will be given the option of making an individual choice of joining any scheme negotiated on their behalf at their cost and will be responsible to adhering to any rules of any such scheme.

9.5 No extra claims

- 9.5.1 The signatories undertake that there shall be no further wage increase for the term of this Agreement.
- 9.5.2 This Agreement shall not preclude increases granted in accordance with the Australian Pay and Classification Scale for economic adjustment purposes from being accessed by those covered by this Agreement when it is clearly stated that any such increases are in addition to enterprise bargaining increases.

9.6 Review of Round Sizes

- 9.6.1 To ensure equalisation of rounds the parties agree to continue to review round sizes with the Waste Team and the agreed outcomes to be implemented to coincide with the introduction of the Annual Waste Calendar.

10 Wage payments

10.1 First payment

A salary increase of 2% effective from the commencement of the first full pay period on or after 1 July 2019. This payment will be made upon certification of this agreement with the Tribunal.

10.2 Second payment

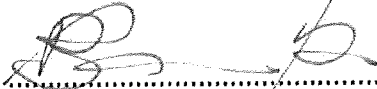
A salary increase of 2% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 31 March 2020, whichever is greater; effective from the first full pay period on or after 1 July 2020.

10.3 Third payment


A salary increase of 2% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 31 March 2021, whichever is greater; effective from the first full pay period on or after 1 July 2021.

11 Signatories to the Agreement

For and on behalf of the Amalgamated Australian Workers Union – SA State Union (AWU)


.....

Branch Secretary



.....

Witness

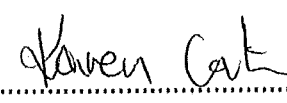
Date 16/7/19

Date 16/7/2019

For and on behalf of the City of Onkaparinga


.....

Chief Executive Officer


.....

Witness

Date 16/7/19

Date 16/7/19

12 Pay rate schedules

| Classification Level | | Current | July 2019 | July 2020 | July 2021 |
|----------------------|---------------|--------------|--------------|--------------|--------------|
| | | 2018 | 2% | 2% | 2% |
| Operator | | | | | |
| RACVO | Year 1 | \$ 63,932.35 | \$ 65,211.00 | \$ 66,515.22 | \$ 67,845.52 |
| | Year 2 | \$ 64,616.41 | \$65,908.74 | \$ 67,226.91 | \$ 68,571.45 |
| | Year 3 | \$ 65,277.56 | \$66,583.11 | \$ 67,914.77 | \$ 69,273.07 |
| | Year 4 | \$ 65,886.82 | \$ 67,204.56 | \$ 68,548.65 | \$ 69,919.62 |
| Leading Hand | | | | | |
| RACVO LH | | \$ 67,569.83 | \$ 68,921.23 | \$ 70,299.65 | \$ 71,705.64 |
| | | | | | |

13 Classification Criteria

The Council commits to conduct a review of the Classification Criteria set out in this Clause as soon as reasonably practicable within the first anniversary of the commencement of this Agreement.

RACVO (Robotic Arm Collection Vehicle Operator)

All duties/tasks and responsibilities outlined in the relevant positions description including the operation of appropriate plant and equipment outlined in safe work procedures or as defined.

- The operation and operational maintenance of an RACV
- Knowledge of the kerbside collection requirements
- Safe and efficient operational techniques for the collection and disposal of domestic waste
- Identification and correction of problems within employee capabilities
- Operating effectively as a member of the domestic waste collection team
- Communicating effectively with customers, colleagues and others
- Adherence to Waste Management Services and City of Onkaparinga policies and procedures
- Worksite hygiene and cleanliness including keeping all work areas tidy and free of debris at all times
- Repair and maintain mobile garbage bins
- Basic Knowledge of the City of Onkaparinga Service Standards and Service Levels for Domestic Waste and contribute to continuous improvement

Progression from RACVO year 1 to RACVO year 4 is by years of service.

RACVO Leading Hand

All duties/tasks and responsibilities outlined in the requirements for Robotic Arm Collection Vehicle Operator (RACVO) and duties as defined below. Duties include the operation of appropriate plant and equipment outlined in safe work procedures or as defined.

- Knowledge of collection requirements for all domestic waste collection routes
- Thorough knowledge of the requirements of the City of Onkaparinga Service Standards and Service Levels for Domestic Waste collection and disposal.

Waste Management Section Enterprise Agreement 2019

- Assist the Team Coordinator to plan and organise the daily operational activities of the domestic waste collection team including efficiently manage the rosters and the end of day mop-up as required to meet service standards.
- Lead the team in undertaking their daily operational activities in the absence of the Team Coordinator.
- Train new members in waste collection activities
- Deal with difficult customers, colleagues and others

Elliott, Adam (AGD)

From: Stacey Planzer <Stacey.Planzer@onkaparinga.sa.gov.au>
Sent: Wednesday, 24 July 2019 4:40 PM
To: AGD:SAET
Subject: 2898-19 B Form A32 - Application for Enterprise Agreement
Attachments: Form A32 Application for Enterprise Agreement.pdf; City of Onkaparinga Waste Management Section Enterprise Agreement 2019.pdf

Categories: Approved

Please find attached:

- * Form A32 Application for Enterprise Agreement
- * City of Onkaparinga Waste Management Section Enterprise Agreement 2019

Please contact me or Jordan Littlefair 0435 344 794 if there are any issues with the attached documents.

Kind regards

Stacey Planzer
HR Business Partner
Ph (08) 8384 0091
Mob: 0466 848 563
www.onkaparingacity.com

[<http://www.onkaparingacity.com/onka/email-onbusinessgrants.png>] <<https://www.onbusinesspartnerprogram.com/membership/small-business-grants>>

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