



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

# **CITY OF ONKAPARINGA LOCAL GOVERNMENT EMPLOYEES ENTERPRISE AGREEMENT 2019**

**File No. 5305 of 2018**

**This Agreement shall come into force on and  
from 8 December 2018 and have a life extending  
for a period of three years therefrom.**

SAET HEREBY APPROVES THIS ENTERPRISE  
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR  
WORK ACT 1994.



DATED 08 DECEMBER 2018.

COMMISSIONER AIKENS



**City of Onkaparinga  
Local Government Employees  
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 Local Government Employees Enterprise Agreement 2016.

### **1.2 Title**

- 1.2.1 This Agreement shall be known as the City of Onkaparinga Local Government Employees 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 pursuant to the Local Government Employees Award.
- 1.3.2 Employees from the Waste Management section and the Plant and Fleet (Workshop) section are excluded from this Agreement.

### **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 Local Government Employees Enterprise Agreement 2019.
- 1.4.3 'Award' shall mean the Local Government Employees Award (SA) as amended from time to time.
- 1.4.4 'Change of employment status' may include termination or redeployment.
- 1.4.5 'Tribunal' and 'SAET' shall mean the South Australian Employment Tribunal.
- 1.4.6 'Council' and 'Organisation' and 'Employer' shall mean the City of Onkaparinga.
- 1.4.7 'Emergency situations/emergencies' shall mean storm damage, bushfire or flooding which poses a direct impact to personal property, power/technical failures and other significant unplanned pressing domestic, family or personal matters and situations which require the immediate action and attention by employees.
- 1.4.8 'Employee' shall mean any person who is employed under and performs work covered by this Agreement.
- 1.4.9 '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.
- 1.4.10 'Grace Day' shall mean a day of paid leave in addition to all other leave entitlements.
- 1.4.11 '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.
- 1.4.12 'In-house team' shall mean a group or team of employees whose work will be directly affected by a tendering process.
- 1.4.13 '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 as defined in 1.4.7 above.
- 1.4.14 'Statewide Super' means the superannuation scheme established and maintained under the *Local Government Act 1999 (SA)*.
- 1.4.15 '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.
- 1.4.16 'Partner' for the purpose of parental and adoption leave means husband, wife or de facto or same sex partner.
- 1.4.17 '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.
- 1.4.18 '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.
- 1.4.19 'Union' and 'AWU' shall mean the Amalgamated Australian Workers Union (S.A.) state union.
- 1.4.20 'Union official' is a paid official of the union.
- 1.4.21 'Work area' shall mean an organisation work unit (e.g. department, section, sub-section, team or individual).
- 1.4.22 '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 January 2019. This Agreement shall be reviewed and renegotiated during the final six (6) 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 strategic 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 earlier 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 work health, and safety
  - 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.
- 1.7.4 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:
- Qualification Framework and Classifications
  - Proposed Service Reviews
  - Introduction of service level changes
  - Introduction or amendments to relevant policies and procedures
  - Inclement Weather Procedure/s

- 1.8.3 The parties will work collaboratively through the Enterprise Agreement Consultative Committee to develop a benchmarking process which may include but will not be limited to the measurement of efficiencies, outputs, work values, base salaries and recognition of competencies across metropolitan councils and private service providers to ensure appropriate baseline remuneration is applied to employees covered by the agreement. If through the benchmarking process base line salaries require a positive adjustment a justifiable business case will be developed and submitted to Council for its consideration. If approved, positive baseline salary adjustments will be incorporated into the following relevant Council budget/s.

## **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 (the group) 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 Terms of Reference, which may be amended from time to time by the group.

### **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 Commission, 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 procedure

- 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 employee(s) 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 South Australian Employment Tribunal for conciliation and/or arbitration.
- 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**

### **4.1 Employment mix**

- 4.1.1 The importance of a flexible workforce enabling the organisation to respond to changing community demands 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 This clause shall not apply to existing casual or temporary employees with more than 12 months' satisfactory work performance in the role to which they are appointed.
- 4.3.3 Dismissal during or at the completion of the probationary period (due to unsatisfactory work performance) will not be given before the employee has been reasonably counselled by the organisation.
- 4.3.4 Where an existing employee is promoted to a higher classification under the Agreement, the promotion for the first three (3) months will be on an acting basis to allow for an assessment of the employee's suitability for the position.
- 4.3.5 Where the employee has, within the last 12 months, acted in the position for an accumulated period of three (3) months, the employee will be considered to have satisfied the requirements of clause 4.3.4.

### **4.4 Weekly hired employment (full time and part time)**

- 4.4.1 The contract of hiring every employee bound by this Agreement will, other than in the case of casual employees, be deemed to be a hiring by the week.

### **4.5 Use of casual employees**

- 4.5.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 4.5.2 Casual employees working 38 hours per week will be engaged for a period of no more than 26 weeks.
- 4.5.3 There are no limitations on the term of engagement of a casual employee working less than 38 hours per week.
- 4.5.4 The provisions of the following clauses do not apply to casual employees:
- 4.5.4.1 Vocational development leave – clause 9.1

- 4.5.4.2 Sick leave, emergency leave, jury service leave, paid carer's leave, compassionate leave and Grace Days – clause 7.8, 7.13, 7.15, 7.18, 7.20 and 7.50.

#### **4.6 Casual employment**

- 4.6.1 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 13 of the Agreement.
- 4.6.2 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.
- 4.6.3 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.
- 4.6.4 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.
- 4.6.5 There are no limitations on the term of engagement of a casual employee working less than full time hours.

#### **4.7 Conversion of employment status**

- 4.7.1 Notwithstanding any other provisions of clause 4.5 any employee:
- 4.7.1.1 engaged on a contract of employment who is entitled to be, or is, paid as a casual employee and
- 4.7.1.2 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)
- 4.7.1.3 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.
- 4.7.2 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.
- 4.7.3 The employer shall give the employee notice in writing of the provisions of clause 4.7.1 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.

4.7.4 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.

4.7.5 Any employee who has a right to elect under clause 4.7.1 upon receiving notice as prescribed in clause 4.7.2 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.

4.7.6 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.

4.7.7 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.

4.7.8 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.

4.7.9 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 procedure.

4.7.10 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.

4.7.11 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.

#### **4.8 Conversion of a temporary labour hire role to a permanent position**

4.8.1 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.

4.8.2 When the position is created in accordance with clause 4.8.1 the temporary labour hire person who is working in the role at that time will not automatically be appointed to the position.

#### **4.9 Part time employment/job sharing**

- 4.9.1 The employer and employees recognise there are significant advantages provided by part time employment and job sharing.
- 4.9.2 All employees are entitled to apply to work on a part time basis or job share a position.
- 4.9.3 The organisation will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.
- 4.9.4 No current permanent full time employee will be forced to work in a part time or job share position.
- 4.9.5 Where a part time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.
- 4.9.6 Where a part time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.
- 4.9.7 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.
- 4.9.8 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.
- 4.9.9 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.
- 4.9.10 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.
- 4.9.11 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.

#### **4.10 Fixed term employment**

- 4.10.1 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.
- 4.10.2 A fixed term employment contract offered by the employer will contain the following provisions:
  - 4.10.2.1 The term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration.
  - 4.10.2.2 The incumbent may terminate the contract by giving the employer the minimum notice required stated within the employment contract.

- 4.10.2.3 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.
- 4.10.2.4 Where the employer decides to continue with the same position for a further fixed term, or additional funding from an external body is provided, the incumbent shall be provided with the opportunity to renew the contract subject to having performed their duties satisfactorily in accordance with the position description and the organisation's performance management process. This does not mean that the employee will have an automatic right to renew the contract as the employer may decide to re-advertise the position.
- 4.10.3 Where a permanent employee is appointed to a fixed term contract position, they will revert back to their permanent role at the conclusion of the term, unless the position was accepted with the knowledge that the employee was required to permanently surrender their permanent employment at the time of the appointment.
- 4.10.4 When the fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provisions in clauses 4.10.2.1 and 4.10.2.3 above will not apply.

#### **4.11 Contracting out**

- 4.11.1 It is agreed that work may be contracted in circumstances where at least one of the following criteria is met:
  - 4.11.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise
  - 4.11.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
  - 4.11.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
  - 4.11.1.4 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.
  - 4.11.1.5 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.
- 4.11.2 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.

#### **4.12 Continuous service**

##### **4.12.1 Maintenance of continuous service**

Except as otherwise indicated, service is deemed to be continuous despite:

- 4.12.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement

- 4.12.1.2 absence of the employee from work, for any cause, by leave of the employer
- 4.12.1.3 absence from work on account of illness, disease or injury
- 4.12.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee
- 4.12.1.5 interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or the *Long Service Leave Act 1987 (SA)*
- 4.12.1.6 interruption or termination of the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute
- 4.12.1.7 transfer of the employment of an employee from one council to another council subject to the provisions of the *Local Government Act 1999 (SA)* or
- 4.12.1.8 long-term leave in accordance with clause 7.22 (Long Term Unpaid Family Carer's Leave) of this Agreement does not count as continuous service.

#### **4.13 Calculation of period of service**

- 4.13.1 Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:
- 4.13.1.1 to the extent that the employee receives or is entitled to receive pay for the period or
  - 4.13.1.2 where the absence results from a decision of the employer to stand down the employee without pay.

#### **4.14 Notice of termination by an employee**

- 4.14.1 In order to terminate employment an employee must give the organisation the following notice:
- 4.14.1.1 not more than one year service – at least one (1) week
  - 4.14.1.2 more than one year service – at least two (2) weeks.

#### **4.15 Notice of termination by employer**

- 4.15.1 In order to terminate the employment of an employee, the employer must give to the employee the following notice:

<b>Period of continuous service</b>	<b>Period of notice</b>
Not more than 1 year	at least 1 week
More than 1 year but not more than 3 years	at least 2 weeks
More than 5 years	at least 4 weeks

- 4.15.2 In addition to the notice in clause 4.15.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.
- 4.15.3 Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.15.1 and/or 4.15.2 must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- 4.15.4 In calculating any payment in lieu of notice, the organisation must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- 4.15.5 The period of notice in clause 4.15.1 and 4.15.2 does not apply to:
- 4.15.5.1 dismissal for conduct that at common law justifies instant dismissal
  - 4.15.5.2 casual employees
  - 4.15.5.3 employees engaged for a specific period of time
  - 4.15.5.4 employees engaged for a specific task or tasks or
  - 4.15.5.5 probationary employees.

#### **4.16 Separation certificate**

- 4.16.1 The organisation must provide to an employee whose employment has been terminated a separation certificate specifying the period of the employee's employment and the classification of, or the type of work performed by, the employee.

#### **4.17 Payment in lieu of notice**

- 4.17.1 If the organisation makes a payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the organisation for the purposes of computing any service related entitlement of the employee.

#### **4.18 Workers eligible for a supported wage**

- 4.18.1 The organisation shall comply with the terms of the Supported Wage Arrangements as outlined in Schedule 8 of the Local Government Employees Award.

#### **4.19 Redundancy and redeployment**

- 4.19.1 No forced redundancies

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.

- 4.19.2 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:

- 4.19.2.1 The date and time of the proposed redundancy of the employee's role

- 4.19.2.2 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
- 4.19.2.3 Advice of the employee's entitlement to assistance from the organisation, including arranging training or retraining for future employment, and
- 4.19.2.4 Advice of the employee's entitlements should the employee elect to apply for a Voluntary Separation Package (VSP).

4.19.3 Voluntary separation package – redundancy

Where an employee is offered a VSP, the terms of the redundancy will be:

- 4.19.3.1 ten (10) weeks' notice, or payment in lieu of such period of notice
- 4.19.3.2 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 including ten (10) weeks' notice or payment in lieu of notice
- 4.19.3.3 the employee must resign from all positions in which they are employed by this Organisation
- 4.19.3.4 the employee notifying 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
- 4.19.3.5 the employee not suffering any work related injury between the date of the offer of the package and the time at which the employee commences their journey home on the final day of employment
- 4.19.3.6 the employee not having any outstanding claim for income maintenance pursuant to the *Return to Work Act* 2014.
- 4.19.3.7 the Organisation has the right to amend the amount payable to the employee due to 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
- 4.19.3.8 where an employee who has accepted an offer of a VSP, dies before the date of employment or before payment of the VSP, payment of the VSP will be made in the same manner as other outstanding payments (e.g. long service leave) to the employee's estate
- 4.19.3.9 where an employee who has accepted an offer of a VSP terminates their employment during the period of notice, the employee is entitled to the same benefits and payment under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.
- 4.19.3.10 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



- 4.19.3.11 each VSP requires the specific approval of the chief executive officer, notification to the appropriate union
- 4.19.3.12 any dispute arising out of the provisions of this clause will be dealt with in accordance with the Dispute Settlement procedures as set out in clause 3.1.
- 4.19.3.13 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.
- 4.19.3.14 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.

#### 4.19.4 Redeployment

- 4.19.4.1 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.
- 4.19.4.2 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.
- 4.19.4.3 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.
- 4.19.4.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.
- 4.19.4.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

#### **4.20 Discussions before change of employment status**

- 4.20.1 Where the organisation has made the firm decision that it no longer requires employees to undertake a particular function or deliver a service, and that decision may lead to a change of employment status, the organisation must have discussions as soon as practicable with the employees directly affected. If the employees wish, their employee representatives and the union will be included in the discussion. Discussions must include:
- 4.20.1.1 the reasons for the proposed changes
  - 4.20.1.2 measures to avoid or minimise the changes
  - 4.20.1.3 measures to mitigate the adverse effects of any change of employment status on the employee's concerned.
- 4.20.2 For the purpose of such discussion the organisation must, as soon as practicable, provide in writing to the employees concerned and their nominated representative(s), all relevant information about the proposed terminations, including:
- 4.20.2.1 the reasons for the proposed changes
  - 4.20.2.2 the number and categories of employees likely to be affected
  - 4.20.2.3 the number of employees normally employed; and
  - 4.20.2.4 the period over which the changes in employment status are likely to be carried out.
- 4.20.3 The organisation must not disclose confidential information, the disclosure of which, when looked at objectively, would be against its interest.

### **5. Wages and related matters**

#### **5.1 Classification structure**

- 5.1.1 The classification structure for employees covered under the Agreement consists of five (5) grades.
- 5.1.2 Reflecting the universal understanding of classification levels, the commencement level for employees is Municipal Employee Level 4 (ME4).
- 5.1.3 The classification criteria used to determine the appropriate grading of employees is shown at clause 14 to the Agreement.

#### **5.2 Payment of wages**

- 5.2.1 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.
- 5.2.2 The organisation will provide to each employee, a payslip at the time when wages are paid, particulars as follows:
  - 5.2.2.1 gross earning or wages, including overtime and other earnings
  - 5.2.2.2 the amount paid as overtime

- 5.2.2.3 the amount deducted for tax
- 5.2.2.4 the net amount paid
- 5.2.2.5 allowances shall be shown separately and
- 5.2.2.6 annual leave and sick leave entitlements will be shown on payslips or employees will be provided with an annual summary of leave taken and leave due.

### **5.3 Absence from duty**

- 5.3.1 An employee not attending for duty will lose pay for the actual time of such non-attendance, except in the case of an employee who is absent from duty in accordance with the provisions of this Agreement or by special leave specifically agreed with the organisation.

### **5.4 Stand down of employees**

- 5.4.1 The organisation is not liable to pay an employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or a failure of power or a shortage of material or a strike or any cause for which the organisation cannot reasonably be held responsible.
- 5.4.2 Provided that where an employee on any day reports for duty without having received notice of such stoppage before leaving home to proceed to work the employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be given either personally or by written notice left at the employee's last known place of residence.

### **5.5 Higher duties**

- 5.5.1 An employee directed by the organisation to perform duties of higher value within a Municipal Officers classification shall be paid the minimum salary rate for the higher paid classification if he or she substantially performs the duties in accordance with the Higher Duties procedure as amended from time to time.
- 5.5.2 Employees, relieving in a higher classified position will be paid a percentage of the relevant salary as follows, these percentages:
  - a) a total of 1 day – 30% of the gap between the employee's rate of pay and the higher rate
  - b) a total of 2 days – where all days will be paid at 40% of the gap between the employee's rate of pay and the higher rate
  - c) a total of 3 days – where all days will be paid at 50% of the gap between the employee's rate of pay and the higher rate
  - d) a total of 4 days – where all days will be paid at 70% of the gap between the employee's rate of pay and the higher rate
  - e) a total of 5 days or more – where all days will be paid at 100% of the higher rate
- 5.5.1 If the period of higher duties falls in a week where there is a public holiday, the higher duties shall be paid over four (4) days.
- 5.5.2 Employees will receive 100% of the higher rate when they undertake higher duties on each subsequent occasion after the 5 day qualifying period.
- 5.5.3 This clause applies to the performance of duties supplementing those of an employee or employees in a higher paid classification, as well as to duties performed relieving such a person on sick leave, annual leave etc.

- 5.5.4 The period of higher duties shall be for no more than three (3) months in duration, with the exception being to cover workers compensation or illness, where the duration is unknown. Where the period is known to be three (3) months or more, a short term contract shall be provided to the employee.

## **5.6 Mixed functions**

- 5.6.1 An employee engaged for two (2) hours or more on any one (1) day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for that day. If for less than two (2) hours on any one (1) day the higher rate is paid for the time so worked.
- 5.6.2 Where the actual performance of such work becomes a normal and constant feature of the employee's substantive position (for an accumulated period of 600 hours in a calendar year) then the employee will be reclassified to that level, except when the duties performed are to cover another employee on long service leave or workers compensation.
- 5.6.3 An employee acting or relieving in a position of higher grade shall be entitled to be paid in accordance with 5.6.1 hereof, provided however such time shall not be taken into account for the purposes of sub clause 5.6.2.
- 5.6.4 Where an employee is predominantly engaged in the relief of regular short term absences such as sick leave, rostered days off and annual leave and such relief is a regular and constant feature of the employees position (for an accumulated period of 1500 hours in a 12 month period) then the employee will be reclassified to that level. This clause shall only apply to employees' relieving at ME5 level and below.
- 5.6.5 Where an employee acts in a position of higher level (not being a relieving situation) the following arrangements will apply:
- a) Where the work is specific and of limited nature, the employer and employee will agree on the overall period of acting.
  - b) Where the period is unknown, the organisation and the employee will review the acting arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.
  - c) These arrangements will be made in writing and shall include the period of acting or date of review.
- 5.6.6 Where an employee acts in a position of a higher level for an accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided that such leave is actually taken within the period of acting.

## **5.7 Allowances**

- 5.7.1 The following allowance will be paid:
- 5.7.1.1 Meal allowance. An employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid \$19.64 to meet the cost of a meal or at the option of the employer, be provided with an adequate and suitable meal.

5.7.1.2 First aid allowance. A certified first aid officer who is nominated by the employer to act on such certification is paid \$25.62 per week. 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 Practice.

5.7.1.3 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 per km
Motor cycle	.38 cents per km

5.7.2 Tool allowance. A tradesperson will be paid an allowance of \$22.15 per week for supplying and maintaining tools ordinarily required in the performance of the work performed as a tradesperson. This allowance will apply to apprentices on the same percentage basis as provided by this Agreement.

5.7.3 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.

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

## **5.8 Drivers licence**

5.8.1 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.

## **5.9 Payment of Council rates**

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

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

## **5.10 Union fees**

5.10.1 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.

## **5.11 Superannuation**

5.11.1 The parties agree that all employees shall have their choice of superannuation fund.

5.11.2 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).

5.11.3 The amount of the Employer superannuation contribution will be:

5.11.3.1 For each Employee who is making a Salarylink Contribution to Statewide Super:

- a) 3% of the Employee's salary (or as amended); and
- b) 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
- c) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

5.11.3.2 For each other Employee:

- a) Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid becoming liable for a shortfall in respect of the Employee under the *Superannuation Guarantee (Administration) Act 1992* (Cth); and
- b) Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

## **5.12 Salary sacrifice**

5.12.1 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:

5.12.2 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.

5.12.3 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.

5.12.4 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.

5.12.5 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 ongoing living expenses.

5.12.6 The arrangements made may only apply to future salary arrangements and cannot be retrospective.

5.12.7 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.

- 5.12.8 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 will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 5.12.8.1 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
- 5.12.8.2 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.
- 5.12.9 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

### **6.2 Span of ordinary hours and arrangement of hours**

- 6.2.1 The ordinary hours of work for full time employee covered by the Agreement are 38 hours per week, plus reasonable additional hours.
- 6.2.2 Full time employees are required to work a minimum of 8.5 hours for 8 days and 8.0 hours on one day unless an employee has made arrangements with their team leader to work fewer hours as a consequence of taking accrued time off.
- 6.2.3 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.2.4 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.

- 6.2.5 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.
- 6.2.6 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 shall apply, unless the employee has worked 10.5 hours, at which time double time will apply.

### **6.3 Meal Breaks**

- 6.3.1 One paid 15 minute tea break per day is allowed.
- 6.3.2 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.

### **6.4 Time of in Lieu (TOIL)**

- 6.4.1 The ordinary working hours will not exceed 10.5 hours in any one (1) day. All hours worked in one day up to a maximum of 10.5 hours will be paid or accrued as time off in lieu of payment (TOIL) at the normal single hourly rate. Any work in excess of 10.5 hours in a day will be paid at double time.
- 6.4.2 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.
- 6.4.3 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 6.4.4 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.4.5 Taking of TOIL will be by mutual agreement with local management prior to the absence and will be contingent upon operation requirements.
- 6.4.6 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.

### **6.5 Attendance Records**

- 6.5.1 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.
- 6.5.2 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.
- 6.5.3 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.

### **6.6 Rostered Days Off**

- 6.6.1 Rostered days off, which involve working longer daily hours and taking accrued time, has been negotiated and agreed between the organisation and employees. The following arrangements are available under this clause for full time employees:
- 6.6.2 9 day fortnight

The employee must work 8.5 hours over 8 days and 8.0 hours on one day in each fortnight to accrue time toward an RDO.



- 6.6.3 By agreement the RDO may be allowed to accumulate and shall be taken at a mutually agreed time. Such accrued days are to be taken within twelve (12) months from the day of accrual.
- 6.6.4 All leave entitlements excluding parental leave and long service leave are debited as actual time lost.
- 6.6.5 Where an employee is required to work on a normal RDO with less than 24 hours' notice, overtime rates will apply or time of in lieu accrued at the applicable overtime rate.
- 6.6.6 Where an employee is required to work on a normally rostered day off (and no mutually acceptable arrangements are made to take the time off at some future time) the overtime rates will apply.
- 6.6.7 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.

#### **6.7 Overtime (Monday to Friday)**

- 6.7.1 In computing overtime each day stands alone.
- 6.7.2 All time worked in excess of the ordinary hours of work Monday to Friday in accordance with clauses 6.2.5 and 6.2.6 is paid for at the rate of time and one half for the first two (2) hours and double time thereafter.

#### **6.8 Overtime (Saturday)**

- 6.8.1 Saturday morning overtime is paid at the rate of time and one half for the first two (2) hours and double time thereafter.
- 6.8.2 Saturday afternoon/night overtime is paid at the rate of double time.
- 6.8.3 A minimum period of payment for a period of two (2) hours applies (at the am/pm rate whichever being relevant).

#### **6.9 Overtime (Sunday)**

- 6.9.1 All overtime worked on a Sunday is paid for at the rate of double time.
- 6.9.2 A minimum period of payment of three (3) hours applies for Sunday call-outs or overtime.

#### **6.10 Call-outs (Monday to Friday)**

- 6.10.1 An employee recalled to work after the expiration of the employee's working time (whether notified before or after leaving the premises) for the day and after leaving work for the day, will be paid for a minimum of four (4) hours work at one and a half times the ordinary prescribed rate for each time so recalled. Provided that the employee if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed thereafter.

### **6.11 Call-Outs (Saturdays)**

- 6.11.1 An employee called out to work on a Saturday, will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary prescribed rate thereafter.

### **6.12 Penalties (Weekend work as part of ordinary hours)**

- 6.12.1 The following weekend penalties will apply to employees who work part of their ordinary hours of work over the weekend:

- 6.12.1.1 Saturday morning: a 25% loading for time worked prior to noon
- 6.12.1.2 Saturday afternoon: a 50% loading for time worked after noon
- 6.12.1.3 Sunday: a 100% loading for the time worked.

### **6.13 Overlapping call-outs**

- 6.13.1 Each call-out stands alone provided, however, that where an employee is notified of a subsequent call-out prior to returning to his/her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

### **6.14 Overtime and Meal Breaks**

- 6.14.1 Unless the period of overtime is less than one and a half hours, an employee before starting overtime after working ordinary hours is allowed a meal break of 20 minutes paid for at ordinary rates. The organisation and the employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the organisation is not required to make payment in respect of any time allowed in excess of 20 minutes.
- 6.14.2 An employee who is required to work during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the employee's meal break.
- 6.14.3 An employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues work after such crib time.
- 6.14.4 An employee required to work overtime in excess of one and a half (1.5) hours after working ordinary hours is paid by the organisation an amount prescribed by clause 6.14.1 of this Agreement to meet the cost of a meal or, at the option of the employer, will be provided by the employer with an adequate and suitable meal.

### **6.15 Rest period after performing overtime**

- 6.15.1 When overtime work is necessary it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days.

6.15.2 If an employee works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that the employee has not had at least ten (10) consecutive hours off duty between those times, he/she will be released after completion of such overtime until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, the employee resumes or continues work without having had ten (10) consecutive hours off duty, he/she will be paid at double rates until released from duty for such period, and the employee is then be entitled to be absent until having had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **6.16 Multiskilling**

The organisation may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

## **7. Leave of absence**

### **7.1 Annual leave**

- 7.1.1 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 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.

### **7.2 Accrual of annual leave entitlement**

- 7.2.1 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.
- 7.2.2 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.

### **7.3 Time of taking annual leave**

- 7.3.1 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.
- 7.3.2 Nothing contained in clause 7.3.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

#### **7.4 Leave allowed before due date**

- 7.4.1 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.
- 7.4.2 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.

#### **7.5 Payment for annual leave**

- 7.5.1 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 13 of the Agreement.
- 7.5.2 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with clause 7.2.

#### **7.6 Annual leave loading**

- 7.6.1 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.

#### **7.7 Shut down**

- 7.7.1 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.
- 7.7.2 No more than two (2) shut downs can occur in one (1) calendar year.
- 7.7.3 Where an employee is unable to attend work because of a shut down and 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 formulas specified in clause 7.2.
- 7.7.4 Where an employee is required to take leave in accordance with 7.7.1, 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.
- 7.7.5 All time that the employee is stood off without pay for the purposes of 7.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

#### **7.8 Sick leave**

- 7.8.1 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.
- 7.8.2 An employee (other than a casual employee) who has a sick leave credit is entitled to take sick leave if the employee is too sick to work

- 7.8.3 An employee (other than a casual employee) 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.

## **7.9 Accrual of sick leave**

- 7.9.1 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.
- 7.9.2 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.

## **7.10 Conditions for payment of sick leave**

- 7.10.1 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.
  - c) 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.
- 7.10.2 Where concerns exist about the nature of the leave taken, a medical certificate or statutory declaration may be requested by a Director, Manager or Team Leader.
- 7.10.3 A medical certificate as outlined in the employee leave procedure will be provided from a registered health practitioner in the following instances:
- 7.10.3.1 For full time employees, where five (5) or more consecutive days are taken together.
  - 7.10.3.2 For part time employees where consecutive contracted days of work are taken together that would otherwise in ordinary circumstances constitute an entire regular working week.

## **7.11 Long service leave**

- 7.11.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.
- 7.11.2 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.

- 7.11.3 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.
- 7.11.4 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.
- 7.11.5 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.
- 7.11.6 An employee may take long service leave after seven (7) years' service in the following manner:
  - 7.11.6.1 half pay, thus doubling the period of leave taken
  - 7.11.6.2 double pay, thus halving the period of leave taken
  - 7.11.6.3 'cashing out' all or part of their accrued leave or
  - 7.11.6.4 taking the leave as normal.
- 7.11.7 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.

## **7.12 Purchase leave**

- 7.12.1 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.

## **7.13 Compassionate leave**

- 7.13.1 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:
  - 7.13.1.1 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
  - 7.13.1.2 upon the death of an immediate family or household member.
- 7.13.2 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.
- 7.13.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

## **7.14 Additional compassionate leave**

- 7.14.1 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.
- 7.14.2 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.

- 7.14.3 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.

### **7.15 Emergency leave**

- 7.15.1 The organisation recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.
- 7.15.2 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.
- 7.15.3 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.
- 7.15.4 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.
- 7.15.5 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.

### **7.16 Volunteer Leave**

- 7.16.1 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.
- 7.16.2 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.
- 7.16.3 Unpaid volunteer leave is not cumulative.
- 7.16.4 Volunteer leave does not affect the provisions outlined in the procedure 'Emergency Services Leave'.

### **7.17 Cultural Leave**

- 7.17.1 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.
- 7.17.2 Cultural leave must be arranged with the team leader/manager in advance and taken at a time that is mutually convenient.
- 7.17.3 Employees seeking cultural leave must fully disclose the circumstances giving rise to the application. An application for leave must be completed on each occasion.
- 7.17.4 Unpaid cultural leave is not cumulative.

### **7.18 Jury service**

- 7.18.1 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:

- 7.18.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service
- 7.18.1.2 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
- 7.18.1.3 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
- 7.18.1.4 the employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

### **7.19 Public holidays**

7.19.1 An employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day if the employee has attended for duty on the working day preceding such holiday and attends for duty on the working day immediately following such holiday:

- 7.19.1.1 Provided that if an employee is absent on either of those working days with reasonable excuse (the onus of proof being on the employee), an entitlement to payment for the holiday exists as if the employee had attended as aforesaid.

7.19.2 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 and receive a minimum payment of three (3) hours.

### **7.20 Paid carers leave**

7.20.1 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.

7.20.2 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 three (3) or more consecutive days are taken together, or single days taken together with a public holiday or rostered day off, or where both days preceding and following a weekend are taken off duty, satisfactory evidence shall be submitted by the employee concerned if required by the employer.

7.20.3 The entitlement to use sick leave in accordance with this sub clause is subject to the employee being responsible for the care of the person concerned and the person concerned being either:

- a) a member of the employee's immediate family
- b) a member of the employee's household.



- 7.20.4 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.
- 7.20.5 The parties recognise that the Act caps paid carers leave at five (5) 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 five [5] days per year) where the employee has accrued sufficient sick leave.

### **7.21 Unpaid carers leave**

- 7.21.1 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:
- 7.21.1.1 a personal illness or injury of the member or
  - 7.21.1.2 an unexpected emergency affecting that member.
- 7.21.2 An employee is entitled to unpaid carer's leave only if the employee complies with the following requirements:
- 7.21.2.1 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
  - 7.21.2.2 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.
- 7.21.3 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.

### **7.22 Long term unpaid family carers leave**

- 7.22.1 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:
- 7.22.1.1 The employee shall have five (5) years continuous service at the time of taking the leave.
  - 7.22.1.2 The employee must be the primary caregiver for the person concerned.
  - 7.22.1.3 The 'person concerned' must be a member of the employee's immediate family or household.
  - 7.22.1.4 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.

- 7.22.1.5 Employees may work on a casual basis for the employer while on unpaid long term family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 7.22.1.6 Absence on long term 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.
- 7.22.1.7 An employee on long term 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.
- 7.22.1.8 An employee, upon returning to work after long term unpaid family carers leave of more than three (3) months duration, shall be entitled to a position at the same classification.
- 7.22.1.9 Long term 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.
- 7.22.1.10 Long term unpaid family carers leave may be taken immediately following a period of parental Leave (as per clause 7.23) where applicable. In these instances the combined period of leave shall not extend beyond five (5) years.
- 7.22.1.11 Long Term unpaid family carers leave shall not be taken 'back to back' with professional development leave.
- 7.22.1.12 An employee on long term unpaid family carers leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

## **7.23 Parental Leave**

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

- 7.23.1.1 '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 step-child 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.
- 7.23.1.2 'Spouse' includes a de facto or former spouse.
- 7.23.1.3 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.
- 7.23.1.4 'Continuous Service' as it relates to this clause means continuous service with the City of Onkaparinga.
- 7.23.1.5 '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 ongoing 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 ongoing employment.

#### **7.24 Paid parental leave legislation**

- 7.24.1 The provisions of this agreement relating to Paid Maternity Leave are not affected or reduced by the existing Commonwealth Government Paid Maternity Leave Scheme.
- 7.24.2 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.

#### **7.25 Transfer to a safe job**

- 7.25.1 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.
- 7.25.2 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.

#### **7.26 Replacement employees**

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

#### **7.27 Basic entitlement**

- 7.27.1 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. Maternity or partners leave may be taken where appropriate. Adoption leave may be taken in the case of adoption.
- 7.27.2 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.

#### **7.28 Variation of period of parental leave**

- 7.28.1 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.

### **7.29 Unpaid maternity leave**

- 7.29.1 An employee will provide to the employer, at least ten (10) weeks in advance of the expected date of commencement of parental 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 partner's 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.
- 7.29.2 Subject to clause 7.27.1 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.
- 7.29.3 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.
- 7.29.4 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.
- 7.29.5 Where leave is granted under clause 7.27, 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.

### **7.30 Paid maternity leave**

- 7.30.1 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 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.

7.30.2 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 care giver.

### **7.31 Unpaid partners leave**

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

- a) a certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- b) written notification of the dates on which the employee proposes to start and finish the period of partner's leave;
- c) a statutory declaration stating that the employee will take that period of partners leave to become the primary caregiver of a child;
- d) particulars of any period of maternity leave sought or taken by the employee's partner; and
- e) that for the period of partners leave the employee will not engage in any conduct inconsistent with the contract of employment.

7.31.2 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.

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

### **7.32 Paid partners leave**

7.32.1 An employee who produces to the organisation with ten (10) weeks' notice a certificate of a legally qualified medical practitioner confirming the pregnancy of their partner and specifying the expected date of delivery 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 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
- 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.

### **7.33 Unpaid adoption leave**

7.33.1 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.

7.33.2 Before commencing adoption, 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.

7.33.3 The employer may require an employee to provide confirmation from the appropriate government authority of the placement.

7.33.4 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.

#### **7.34 Paid adoption leave**

7.34.1 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 service employees will be granted nine (9) weeks paid adoption leave
- c) after 36 months of continuous service employees will be granted 12 weeks 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.

7.34.2 In exceptional 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.

7.34.3 Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.34.4 Where an 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 7.31 and 7.32, in full or part to that employee

7.34.5 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.

#### **7.35 Parental leave and other entitlements**

7.35.1 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.

7.35.2 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.

### **7.36 Right to request**

- 7.36.1 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 7.27 up to a maximum of eight (8) weeks.
  - b) to extend the period of unpaid maternity leave provided for in clause 7.27 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.
- 7.36.2 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.
- 7.36.3 The employee's request and the employer's decision made under clauses 7.36 and 7.36.2 must be recorded in writing.
- 7.36.4 An employee who wishes to make a request under clause 7.36.1 must do so 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.

### **7.37 Returning to work after a period of parental leave**

- 7.37.1 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.
- 7.37.2 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 7.25, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.37.3 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.
- 7.37.4 The employer must not fail to re-engage a casual employee because:
- a) the employee or employee's spouse is pregnant or
  - b) the employee is or has been immediately absent on parental leave.
- 7.37.5 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.

### **7.38 Part time work following parental leave**

- 7.38.1 Entitlement – with the agreement of the employer:
- 7.38.1.1 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.

- 7.38.1.2 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.
- 7.38.1.3 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.
- 7.38.1.4 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.

#### **7.39 Return to former position**

- 7.39.1 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.
- 7.39.2 Nothing in clause 7.39.1 shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part time employment.

#### **7.40 Effect of part time on continuous service**

- 7.40.1 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.

#### **7.41 Pro-rata entitlements**

- 7.41.1 Subject to the provisions of this subclause and the matters agreed to in accordance with clause 7.38 hereof, part time employment shall be in accordance with the provisions of this Agreement, which shall apply pro-rata.

#### **7.42 Transitional arrangements – annual leave**

- 7.42.1 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.
- 7.42.2 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.
- 7.42.3 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.



#### **7.43 Transitional arrangements – sick leave**

- 7.43.1 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.

#### **7.44 Part time work agreement**

- 7.44.1 Before commencing a period of part time employment under this subclause, the employee and the employer shall agree:
- a) that the employee may work part time
  - b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work
  - c) upon the classification applying to the work to be performed and
  - d) upon the period of part time employment.
- 7.44.2 The terms of this part time work agreement may be varied by consent.
- 7.44.3 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.
- 7.44.4 The terms of this part time work agreement shall apply to the part time employment.

#### **7.45 Termination of employment**

- 7.45.1 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.
- 7.45.2 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.

#### **7.46 Extension of hours of work**

- 7.46.1 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 7.44.

#### **7.47 Nature of part time work**

- 7.47.1 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.

#### **7.48 Replacement employees**

- 7.48.1 A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.
- 7.48.2 A replacement employee may be employed part time. Subject to 7.48.1, clauses 7.40, 7.41, 7.43, 7.44 and 7.45 shall apply to the part time employment of replacement employees.
- 7.48.3 Before the employer engages a replacement employee under 7.48.1 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.
- 7.48.4 Nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.

#### **7.49 Leave to deal with Family and Domestic Violence**

##### **7.49.1 Eligibility**

This clause applies to all employees, including casuals.

##### **7.49.2 Definitions**

In this clause:

- 7.49.2.1 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.
- 7.49.2.2 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.
- 7.49.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 7.49.2.2(a) includes a former spouse or de facto partner.

##### **7.49.3 Entitlement to leave**

- 7.49.3.1 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.
- 7.49.3.2 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.

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

7.49.4 Taking unpaid leave

- 7.49.4.1 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.

- 7.49.4.2 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.

7.49.5 Service and continuity

- 7.49.5.1 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.

7.49.6 Notice

- 7.49.6.1 An employee must give their employer notice of the taking of leave by the employee under clause 7.49. 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.

7.49.7 Evidence

- 7.49.7.1 An employee who has given their employer notice of the taking of leave under clause 7.49.6 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 7.49.4.
- 7.49.7.2 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.

7.49.8 Confidentiality

- 7.49.8.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.49.7 is treated confidentially, as far as it is reasonably practicable to do so.
- 7.49.8.2 Nothing in clause 7.49.8.1 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.

- 7.49.8.3 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.

7.49.9 Compliance

- 7.49.9.1 An employee is not entitled to take leave under clause 7.49 unless the employee complies with clause 7.49.

**7.50 Grace Days**

- 7.50.1 With the exception of essential services, The City of Onkaparinga will be closed between Christmas Day and New Year's Day during the life of this agreement. This clause provides for three (3) days paid leave (Grace Days) for all fulltime employees, excluding casual employees, and is provided in addition to all 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.
- 7.50.2 If a fulltime employee is directed/rostered to work on a Grace Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s at an alternative time in negotiation with the team leader/manager.
- 7.50.3 If a part time employee is directed/rostered to work on a Grace Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s (calculated in proportion to the hours worked) at an alternative time in negotiation with the team leader/manager.
- 7.50.4 An employee who applies for and is granted sick/carers leave, or is on any form of parental leave for any of the days that fall between Christmas Day and New Year's Day will not be entitled to a day off or payment in lieu of a Grace Day.

**8. Miscellaneous**

**8.1 Work health and safety**

- 8.1.1 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 health and safety will ultimately increase productivity throughout the organisation by reducing the number of incidents/accidents and therefore lost time.
- 8.1.2 The employer and employees will strive to continually improve occupational health and safety performance and aim to provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.
- 8.1.3 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 ongoing training in this vital area.
- 8.1.4 In any alteration to work practices, a reduction in the potential for workplace injuries or illness will be of prime importance.
- 8.1.5 All employees will be provided with the opportunity to undertake the training required to reach and retain the Apply First Aid Certificate.

## **8.2 Uniforms and protective clothing**

- 8.2.1 The organisation will provide at no cost to employees, protective clothing and safety equipment as consider appropriate by the Work Health and Safety Committee, having regard to the employers' duty of care, obligations under the *Work Health and Safety Act* and Regulations and as documented in the organisation's Health and Safety policies, procedures and safe work method statements, as amended from time to time.
- 8.2.2 As a minimum the organisation will provide the following items:
- 8.2.2.1 no less than two (2) sets of work clothes, consisting of two (2) sets of overalls or two (2) shirts and two (2) pairs of trousers or a combination of these items and safety boots up to the value of \$150 each pair.
  - 8.2.2.2 wet weather gear and winter clothing.
- 8.2.3 Such clothing will be replaced on a fair wear and tear basis. Tar and bitumen soiled clothing will be laundered fortnightly at the employer's expense.

## **8.3 Toilets**

- 8.3.1 Portable toilets will be provided for construction/maintenance gangs (on-site) of four (4) or more employees except where an available toilet is in close proximity and if necessary a vehicle is available for transportation purposes.

## **8.4 Dogs and cats**

- 8.4.1 An employee is not required to handle living dogs and cats unless such duty forms part of the employee's normal job requirements.

## **8.5 First aid equipment**

- 8.5.1 A first aid kit will be available at appropriate work stations to facilitate the responsive attention to injury or accident.

## **8.6 Inclement weather**

- 8.6.1 The arrangements in this clause are to be read in conjunction with council's relevant procedures. The procedures will ensure hazards due to Inclement Weather are risk assessed and managed.
- 8.6.2 Inclement weather for the purpose of this clause means any abnormal climatic weather conditions, such as extreme temperatures (hot and cold), UV, humidity, rain, hail, wind, fog, electrical storms, etc. In times where inclement weather is forecast, staff and management will work together to ensure to the best of our ability the continuation of work whilst managing the well-being of staff. This may include implementing options such as early start and finishing times.
- 8.6.3 When the Bureau of Meteorology reports the temperature taken from Noarlunga has reached 38 degrees Celsius, all outside work will cease. If work ceases during a work day because the temperature has reached 38 degrees, work groups will be required to make their worksite safe for the public before ceasing work.
- 8.6.4 Work groups will participate in indoor structured training or other pre-planned inside duties. If there is no meaningful work available, work groups can be sent home on pay following approval by the relevant Director. A record of staff sent home should be kept to ensure that all staff are accounted for.

- 8.6.5 In these circumstances an emergency response crew will be required to remain on hand during normal operating hours. The emergency response crew roster will be rotated during periods of extended hot weather. For the duration of the remaining normal operating hours, workers will hold themselves available for a call back to work, if required, to respond to any critical incidents.
- 8.6.6 Employees operating in suitably air conditioned conditions such as water cart and dust suppression vehicles, street sweepers, the sign shop, works coordinated through building maintenance i.e. carpentry work or scheduled maintenance in municipal buildings will remain at work while undertaking their ordinary duties and for indoor structured training or other pre-planned inside duties.

## **9. Employee development and training**

### **9.1 Vocational development leave**

- 9.1.1 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.
- 9.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 9.1.3 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.
- 9.1.4 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.
- 9.1.5 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.
- 9.1.6 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.
- 9.1.7 Vocational development leave shall not be taken 'back to back' with unpaid carers leave or with another period of vocational development leave.
- 9.1.8 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.

### **9.2 Study assistance**

- 9.2.1 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.
- 9.2.2 Study assistance (study leave or reimbursement of fees) is managed in accordance with the organisation's Study Leave or Study Assistance procedure as amended from time to time.

### **9.3 Training**

- 9.3.1 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 multi-skilled 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 ongoing training of its employees.
- 9.3.2 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programs.
- 9.3.3 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.
- 9.3.4 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 9.3.3 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.
- 9.3.5 Time spent on planning/training activities conducted during the times set out in clause 9.3.3 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.
- 9.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.
- 9.3.7 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.
- 9.3.8 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.
- 9.3.9 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 Human Resources.
- 9.3.10 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.
- 9.3.11 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.
- 9.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 9.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 9.3.14 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.

#### **9.4 Career path development**

- 9.4.1 The parties agree that career progression is based upon the requirements of the job, the achievements of competencies and formal qualifications.
- 9.4.2 The organisation will provide Certificate level qualifications to any employee who makes application and address essential criteria. The provision of Certificate level qualifications will be capped at 15 training places per financial year.
- 9.4.3 Applications will be assessed by the Enterprise Agreement Consultative Committee, Learning and Development and relevant Managers.
- 9.4.4 This arrangement will be reviewed by the Enterprise Agreement Consultative Committee at the end of each financial year.

#### **9.5 Trade union training**

- 9.5.1 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.
- 9.5.2 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.
- 9.5.3 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.
- 9.5.4 Union workplace representatives will be allowed paid time to carry out their work as union representatives, with the approval of their manager.

### **10. Miscellaneous**

#### **10.1 Employee assistance program**

- 10.1.1 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.
- 10.1.2 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.

#### **10.2 Journey injury insurance**

- 10.2.1 The organisation will provide journey injury insurance for all employees embraced by this Agreement.
- 10.2.2 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 1.4.16.
- 10.2.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.



### **10.3 Income protection insurance**

- 10.3.1 The organisation will negotiate access to a sickness and accident insurance scheme at competitive rates and conditions for employees.
- 10.3.2 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.

### **10.4 No extra claims**

- 10.4.1 The signatories undertake that there shall be no further wage increase for the term of this Agreement.
- 10.4.2 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

## **11. Wage payments**

### **11.1 First payment**

- 11.1.1 A one-off increase of \$200 to the base salary of each employee (or pro-rata equivalent based on actual hours worked for casuals/part timers)
- 11.1.2 A salary increase of 2.0% effective from the first full pay period on or after 1 January 2019.

### **11.2 Second payment**

- 11.2.1 A salary increase of 2.0% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 30 September 2019, whichever is greater; effective from the first full pay period on or after 1 January 2020.

### **11.3 Third payment**

- 11.3.1 A salary increase of 2.5% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 30 September 2020, whichever is greater; effective from the first full pay period on or after 1 January 2021.

## 12. Signatories to the Agreement

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


  
.....  
Branch Secretary

  
.....  
Witness

Date.....<sup>th</sup> 6 NOVEMBER 2018

Date.....6/11/2018

For and on behalf of the City of Onkaparinga

  
.....  
Chief Executive Officer

  
.....  
Witness

Date.....29/10/2018

Date.....29/10/2018

**13. Pay rate schedules**

Classification Level	Current rate	1 January 2019	1 January 2020	1 January 2021
		\$200 + 2.0%	2.0% or CPI	2.5% or CPI
ME 4.1	56,058.85	57,384.03	58,531.71	59,995.00
ME 4.2	56,562.72	57,897.97	59,055.93	60,532.33
ME 4.3	57,059.28	58,404.47	59,572.55	61,061.87
ME 5.1	57,408.33	58,760.50	59,935.71	61,434.10
ME 5.2	57,917.32	59,279.67	60,465.26	61,976.89
ME 5.3	58,410.23	59,782.43	60,978.08	62,502.54
ME 5.4	58,923.14	60,305.60	61,511.71	63,049.51
ME 5.5	59,182.15	60,569.79	61,781.19	63,325.72
ME 6.1	58,558.47	59,933.64	61,132.31	62,660.62
ME 6.2	59,065.97	60,451.29	61,660.32	63,201.82
ME 6.3	59,563.27	60,958.54	62,177.71	63,732.15
ME 6.4	59,825.47	61,225.98	62,450.50	64,011.76
ME 6.5	60,089.01	61,494.79	62,724.69	64,292.80
ME 7.1	59,710.77	61,108.99	62,331.17	63,889.44
ME 7.2	60,215.37	61,623.68	62,856.15	64,427.55
ME 7.3	60,711.93	62,130.17	63,372.77	64,957.09
ME 7.4	60,979.89	62,403.49	63,651.56	65,242.85
ME 7.5	61,249.19	62,678.17	63,931.74	65,530.03
ME 8.1	60,768.89	62,188.27	63,432.03	65,017.83
ME 8.2	61,272.76	62,702.22	63,956.26	65,555.17
ME 8.3	61,773.69	63,213.16	64,477.43	66,089.36
ME 8.4	62,046.96	63,491.90	64,761.74	66,380.78
ME 8.5	62,321.59	63,772.02	65,047.46	66,673.65
LH 8.1	64,796.50	66,296.43	67,622.36	69,312.92
LH 8.2	65,336.09	66,846.81	68,183.75	69,888.34
LH 8.3	65,871.82	67,393.26	68,741.12	70,459.65
LH 8.4	66,163.57	67,690.84	69,044.66	70,770.77
LH 8.5	66,457.91	67,991.07	69,350.89	71,084.66

## **13.1 Wage rates**

### **13.1.1 Junior wages**

#### **13.1.1.1 Maintenance and construction stream**

Junior employees under the age of 18 are paid 60% of the appropriate adult wage rate. At 18 years of age and over and where performing the duties usually performed by adult employees, the full adult rate applies.

#### **13.1.1.2 Parks and gardening stream**

#### **13.1.1.3 Junior employees within this stream are paid according to the following scale, based on a percentage of the rate applicable for a Municipal Employee Grade 4:**

- a) at 17 years or under – 60%
- b) at 18 years – 75%
- c) at 19 years – 85%
- d) at 20 years – 95 %

### **13.1.2 Apprentice wages**

#### **13.1.2.1 The minimum weekly wages for apprentices are the under mentioned percentages of the rate applicable for a Municipal Employee Grade 5:**

- a) First year – 42%
- b) Second year – 55%
- c) Third year – 75%
- d) Fourth year – 88%

#### 14. Classification structure based on qualifications

Progression through the classification structure shall be based on the following:

Current Classification	New Classification	Progression
ME4		Commencement rate for new employees who do not hold a relevant Certificate III or trade qualification. New employees who hold a relevant Certificate III or trade qualification <b>and</b> meet current Agreement classification criteria shall be paid at ME5/4. New employees who hold a relevant trade qualification <b>and</b> a relevant Certificate III qualification <b>and</b> meet current Agreement classification criteria shall be paid at ME5/5.
ME4	ME5/4	ME4 shall progress to ME5/4 based on the attainment of a relevant Certificate III qualification.
ME 5/3	ME5/4	Progression is based on the attainment of a relevant Certificate III qualification.
ME5/4	ME5/5	Progression is based on the attainment of a second relevant Certificate III qualification.
ME6/3	ME6/4	Progression is based on the attainment of a relevant Certificate III qualification.
ME6/4	ME6/5	Progression is based on the attainment of a second relevant Certificate III qualification.
<b>Leading Hand</b> ME7/3	ME7/4	Progression is based on the attainment of a relevant Certificate III qualification.
<b>Leading Hand</b> ME7/4	<b>Leading Hand</b> ME7/5	Progression is based on the attainment of a second relevant Certificate III qualification.
<b>Leading Hand</b> ME8/3	<b>Leading Hand</b> ME8/4	Progression is based on the attainment of a relevant Certificate III qualification.
<b>Leading Hand</b> ME8/4	<b>Leading Hand</b> ME8/5	Progression is based on the attainment of a second relevant Certificate III qualification.

\*Employees who do not hold relevant trade or Certificate III qualifications shall progress based on years of service only.

\*\*There will be no progression in classification level on the attainment of three (3) or more qualifications.

## **14.1 Classification structure and criteria**

### **SCHEDULE 7. CLASSIFICATION STRUCTURE CRITERIA**

#### **DRIVERS**

##### **Class MR**

Any motor vehicle with 2 axles and a gross vehicle mass (GVM) greater than 8,000 kg (eg 2 axle trucks, tippers and buses).

3 axle motor vehicles but only where the GVM is 8,000 kg or less.

Any special purpose vehicle with 2 or more axles and an unladen mass not exceeding 15,000 kg.

Medium articulated vehicles provided the GVM of the towing vehicle does not exceed 8,000 kg. May tow a unit with a GVM not exceeding 9,000 kg.

##### **Class HR**

Any vehicle with 3 or more axles (eg trucks and tippers).

Any special purpose motor vehicle.

Any special purpose vehicle with two or more axles and an unladen mass not exceeding 15,000 kg.

Any bus (including articulated buses).

May tow a unit with a GVM not exceeding 9,000 kg.

##### **Class HC**

A prime mover to which is attached a single semi-trailer (whether or not any unladen converter dolly is also attached).

A rigid motor vehicle to which is attached a single trailer with a GVM greater than 9,000 kg, (whether or not any unladen converter dolly is also attached).

May tow a unit with a GVM not exceeding 9,000 kg.

A combination of prime mover and semi-trailer and a combination of a rigid truck and trailer, provided the gross combination mass does not exceed 24,000 kg.

**Plant and machine operators****(i) Excavators and shovel loaders**

<b>Kw</b>	<b>Kg</b>	<b>Class</b>
35 – <65	8000 – <15000	55 – (ME5)
65 – <100	15000 – <23000	85 – (ME6)
100 – <540	23000 – <135000	470 – (ME7)

**(ii) Graders**

<b>kw</b>	<b>kg</b>	<b>Class</b>
30 – <85	2400 – <9000	60 – (ME5)
75 – <110	9000 – <13200	95 – (ME6)
110 – <540	132000 – <75600	110 – (ME7)

Grader Operators at ME 5 and ME 6 undertaking construction grading should be classified or paid at the next highest classification, with an upper limit capping of ME7 for Grader Operators.

**(iii) Back hoe loaders**

<b>Digging depth (mm)</b>	<b>Class</b>
< 3000	2 – (ME4)
3000 – <5000	4 – (ME5)
5000 –	5 – (ME6)

**(iv) Wheeled loaders**

All ME 5

**(v) Tracked loaders**

<b>kg</b>	<b>Class</b>
800 – < 5000	40TL – (ME5)
5000 –	98TL – (ME6)

**(vi) Static rollers**

Class 8 – 20 (ME4)

**(vii) Vibrating rollers**

<b>Kg/cm</b>	<b>Class</b>
10 – < 35	VR 24 – (ME4)
35	VR 55 – (ME5)

**(viii) Pneumatic multi-tyred rollers**



<b>Kg</b>	<b>Class</b>
7000 – < 30000	PR22 – (ME4)
30000	PR30 – (ME5)

**(ix) Wheeled tractors**

<b>Kw</b>	<b>Kg</b>	<b>Class</b>
45 – <500	6000 – <65000	400W – (ME4)

**(X) Boom-type elevating work platform (Arboriculture Works)**

<b>Type</b>	<b>Size</b>	<b>WP</b>	<b>Class</b>
A telescoping device, hinged device, or articulated device	11 metres or more	WP	Boom length (ME6)

**General definitions****Irrigation Mechanic**

An irrigation mechanic is an employee who is principally and normally engaged in irrigation plumbing and is capable and required to undertake the following range of duties.

- a) The installation of irrigation systems to distribute water or similar liquids from any source for such purposes as growth, leaching, cooling, misting, fogging, recycling, treating, disposal or water replenishment of the soil or other areas, or substances used to sustain plant life.

The installation of any pipes, fittings, pumps, tanks, valves, control valves, main valves or ferrules, pressure control devices, flow control devices, back flow prevention devices, filters, water meters, flow control system, all types of hydraulic, electric and electronic extra low voltage control controls and other ancillary controls up to 32 volts AC and DC, including the associated wiring for such equipment and all other components required to form a complete system of irrigation.

The installation of any irrigation drainage including any system of channels, pipes, pits, sub-soil agriculture pipes and the like, installed for such purposes as receiving and removing water, preventing water saturation of the soil or other medium, reducing salt and chemical build up in the soil or other medium as a result of irrigation.

Associated excavation, levelling and trenching work including the operation of manual or mechanical equipment required.

**Municipal Employee Grade 4 (ME4)**

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.

Duties include:

- use of general hand tools and power tools

- operation of a variety of hand held motorised tools such as: quick-cut saw, vibrating plates, rollers (hand guided), wackers, tampors, concrete mixing machine, jackhammer (pneumatic or electric), chainsaw, posthole auger, whipper-snipper, brush-cutter, rotary hoe, grass edging machine
- operation of ride-on and self-propelled plant such as: 32R ride-on vibrating roller and other vibrating rollers of AS 2868–1986 Class
- no VR10, Chain trenchers of AS 2868–1988 (Class 5 or Class 8). wheeled tractors of AS5 2868–1986 Class 10W, 15W, or 30W, motor mowers and rotary hoes
- gardening duties such as pruning, use of herbicides, fungicides etc, planting and transplanting of trees, shrubs, flowers etc, landscaping, rockeries, construction of paths, pergolas etc associated with landscaping.

The work for employees classified at this level does not require a certificate 3 qualification unless specified in this document.

#### **Indicative tasks**

- brick and other paver laying (including setting up and levels)
- concrete finisher
- trench/shaft worker (greater than 6' in depth)
- lower classified tasks as required

#### **Driving**

- driver (class MR)

#### **Plant/machine**

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

### **Municipal Employee Grade 5 (ME5)**

Employees gaining a relevant certificate 3 trade qualification would move to this level.

**Indicative tasks**

- trade level for bricklayer, painter, motor mechanic, plasterer, carpenter/joiner, plumber (other than registered sanitary), horticulture, electrician, welder (1st class)
- irrigation mechanic (defined)
- lower classified tasks as required

**Driving**

- driver (class HR/HC)

**Plant/machine**

- excavator and shovel loader (class 55)
- grader operator (class 60)
- back hoe loader (class 4)
- wheeled loader (class 150WL)
- tracked loader (class 40TL)
- pneumatic multi-tyred roller (class PR30)

**Municipal Employee Grade 6 (ME6)**

**Indicative tasks**

- trade level for registered sanitary plumber, sign-writer
- driver/operator for mechanical grave digger, line marking machine, mechanical road sweeper and weed unit
- lower classified tasks as required

**Driving**

- driver (class HC)

**Plant/machine**

- excavator and shovel loader (class 85)
- grader operator
- (ME7 whilst engaged on 'construction' grading)
- back hoe loader (class 5)
- tracked loader (class 98 TL)

- arboriculture elevated work platform operator, boom length 11 metres or more (class WP)

### **Leading Hand Grade 7 (ME7)**

#### **Indicative tasks**

- lower classified tasks as required

#### **Plant/machine**

- excavator and shovel loader (class 470)
- grader operator (class 110)

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 6.

The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 6.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

### **Leading Hand Grade 8 (ME8)**

#### **Indicative tasks**

- team coordinator as defined (level 2)
- lower classified tasks as required

Has the responsibility to lead a large work group which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Grade 7.

The work group may be smaller, where the work is involved in the performance of more complex construction/maintenance duties particularly in the case where tradespersons and/or heavy plant is involved.

The work group would normally be working with powered tools and equipment in accordance with that detailed in the indicative criteria for Grades 1 to 7.

This work level may also include the training of employees, the keeping of relevant records, and the interpretation/execution of work from plans.

This grading shall be applied to a relieving team coordinator who is considered by the organisation to be operating at a constantly high level of efficiency and effectiveness.