

# CITY OF ONKAPARINGA WASTE MANAGEMENT SECTION ENTERPRISE AGREEMENT 2013

File No. 03789/2013B

**This Agreement shall come into force on and from 1 July 2013 and have a life extending for a period of thirty-six months therefrom.**

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



DATED 26/9/2013.

A handwritten signature in black ink, appearing to read "P. J. McMichael".

COMMISSION MEMBER





**City of Onkaparinga  
Waste Management Section  
Enterprise Agreement 2013**

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**1 Application and operation of agreement**

**1.1 Preliminary**

- 1.1.1 This document supersedes the existing certified Agreement – City of Onkaparinga Waste Management Section Enterprise Agreement 2010.
- 1.1.2 This Agreement entirely excludes the operation of any other agreement that might otherwise apply to the Waste Team.

**1.2 Title**

- 1.2.1 This Agreement shall be known as the City of Onkaparinga Waste Management Section Enterprise Agreement 2013.

**1.3 Scope and parties bound**

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

**1.4 Definitions**

For the purposes of this Agreement:

- 1.4.1 'Act' means the *Fair Work Act (SA) 1994*, as amended.
- 1.4.2 'Agreement' shall mean the City of Onkaparinga Waste Management Section Enterprise Agreement 2013.
- 1.4.3 'Award' shall mean the Local Government Employees Award as amended from time to time.
- 1.4.4 'Commission' shall mean the South Australian Industrial Relations Commission.
- 1.4.5 'Consultation' shall mean the process, which will have regard to employee's interests in the formulation of plans in cases of major change or significant impact. It provides these employees and the union with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees and the union.

- 1.4.6 'The council' and 'the organisation' and 'employer' shall mean the City of Onkaparinga.
- 1.4.7 'Emergency/crisis situations' for the purposes of clauses 7.11 and 7.12 shall mean storm damage, bushfires or flooding which poses a direct threat to personal property, power/technical failures and other significant **unplanned** pressing domestic, family or personal matters and situations which require immediate action and attention by council employees.
- 1.4.8 'Employee' shall mean any employee of the council who is employed in the Waste Management Section who performs work covered by this Agreement.
- 1.4.9 '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 'Immediate family or household member' includes the following:
- a) partner (married or de-facto), including same-sex partners
  - b) baby at 20 weeks gestation, child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child)
  - c) the employee's parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner
  - d) or in special circumstances as approved by team leader/manager.
- 1.4.11 'In House Team' shall mean a group or team of employees whose work will be directly affected by a tendering process
- 1.4.12 'Involuntary overtime' shall mean that an employee is requested to remain at work beyond their standard day with less than 24 hours' notice to respond to an emergency situation.
- 1.4.13 'Local Super (a division of Statewide Super)' means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA).
- 1.4.14 '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.
- 1.4.15 'Partner' for the purpose of parental and adoption leave means husband, wife or de facto or same sex partner.
- 1.4.16 '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.

- 1.4.17 '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.
- 1.4.18 'Union' shall mean the Amalgamated Australian Workers Union – SA (AWU).
- 1.4.19 'Union official' is a paid official of the union.
- 1.4.20 'Workplace representative' is a recognised employee representative.

## **1.5 Date of operation**

- 1.5.1 This Agreement shall remain in force for a period of three (3) years from 1 July 2013. This Agreement shall be reviewed and renegotiated during the final nine (9) months of the life of the Agreement.

## **1.6 Relationship to parent award**

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

## **1.7 Intent**

- 1.7.1 The continued success of this council and the wellbeing of employees depend on a shared commitment from the employer and employees.
- 1.7.2 This Agreement is designed to support the organisation's strategic plans as amended from time to time. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment and to continuously improve work practices, while striving to serve the community in the best way possible.
- 1.7.3 It is agreed that considerable gains have been made to deliver quality services to the community. This Agreement aims to continue the process



of continuous improvement around community plan themes. In particular, this may be achieved through the following strategies:

- 1.7.3.1 developing and implementing further workplace reform targets to achieve higher levels of productivity
  - 1.7.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the organisation and the achievement of sustainable productivity
  - 1.7.3.3 building on the organisation's work in business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives
  - 1.7.3.4 improving work practices and reducing waste, lost time and absenteeism
  - 1.7.3.5 sustaining and building on the organisation's high standards of occupational health, safety and welfare
  - 1.7.3.6 continued commitment to the principles of equity and diversity in the workplace
  - 1.7.3.7 continued recognition and commitment to access training and skills acquisition opportunities to enhance employees' career paths and best meet the changing needs of the organisation.
- 1.7.4 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 Enterprise Agreement Consultative Committee shall:
  - 1.8.1.1 form part of the engagement process on issues deemed to be of 'significant impact' to the employees' interests
  - 1.8.1.2 monitor the implementation of the initiatives contained within the Agreement
  - 1.8.1.3 meet to formally review the outcomes of the changes and/or performance measures specified in the Agreement.
- 1.8.2 The Enterprise Agreement Consultative Committee shall comprise:
  - 1.8.2.1 up to three (3) employer representatives nominated by the organisation
  - 1.8.2.2 up to three (3) employee representatives elected by employees

- 1.8.2.3 a representative of the union
- 1.8.2.4 external parties, as applicable from time to time.
- 1.8.3 Having regard to the role for which it is established; the Enterprise Agreement Consultative Committee shall meet quarterly or as otherwise agreed by the group, to:
  - 1.8.3.1 make recommendations to the employer, where appropriate, through consensus
  - 1.8.3.2 hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues
  - 1.8.3.3 provide a forum of information flow between the employer and employees  
  
and
  - 1.8.3.4 consider issues deemed to be of 'significant impact' to the employees' interests.

## 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 Australian *Equal Opportunity Act 1984*.
- 2.1.2 The organisation will maintain the Equity and Diversity Consultative Committee for the life of the Agreement.
- 2.1.3 Terms and conditions for the operation of this group will be governed by the Equity and Diversity Committee 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 Human Rights and Equal Opportunity Commission.
- 2.2.4 Nothing in this clause is to be taken to prevent a matter referred to in 2.2.1 from being a reason for termination of employment if the reason is based on the inherent requirements of the particular position.

### 3 Communication, consultation and dispute resolution

#### 3.1 Dispute avoidance/settlement procedures

- 3.1.1 Given the organisation's Resolution of Grievances and Complaints procedure relating to the resolution of individual grievances, it is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint relates to a group or groups of employees.
- 3.1.2 It is anticipated that the majority of issues will be brought to the attention of, and addressed by, leading workers/team leaders at the work site as part of day-to-day operational activity.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 **Stage one** – The employees and/or employee representative will contact the relevant leading worker/team leader and attempt to resolve the concern or complaint at that level.
- 3.1.7 **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 leading worker/team leader and/or manager.
- 3.1.8 **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.
- 3.1.9 **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 Industrial Relations Commission for conciliation and/or arbitration.
- 3.1.10 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.

- 3.1.11 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 Introduction of change**

#### **3.2.1 Notification of intended change**

- 3.2.1.1 Where the organisation has made a firm decision to implement changes in production, program, organisation, structure or technology that are likely to have a significant impact on employees, it must, as soon as practicable, notify the employee(s) who may be affected by the proposed changes and their employee representative(s).
- 3.2.1.2 The organisation must discuss with the employees affected and their chosen representatives among other things:
- a) the introduction of the changes referred to in clause 3.2.1.1
  - b) the effects the changes are likely to have on employees
  - c) measures to avert or mitigate the adverse effects of such changes on employees.
- 3.2.1.3 The organisation must give prompt consideration to matters raised by the employees and/or their employee representatives in relation to the changes.
- 3.2.1.4 The discussions must commence as early as practicable after a firm decision has been made by the organisation to make changes of significant impact as defined.
- 3.2.1.5 For the purposes of such discussion, the organisation must provide, in writing, to the employees concerned:
- a) all relevant information about the changes including the nature of the changes proposed and
  - b) the expected effects of the changes on employees and any other matters likely to affect them.
- 3.2.1.6 The organisation is not required to disclose confidential information disclosure of which, when looked at objectively, would be against the organisation's interests.

## **4 Employment relations and security**

### **4.1 Employment security**

- 4.1.1 The importance of a flexible workforce enabling the organisation to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that the organisation's workforce will need to comprise a mixture of full time, part time and casual employees, employees on fixed term contracts and agency personnel. This mix will provide the flexibility necessary to enable the organisation to provide security of tenure to employees.
- 4.1.2 The organisation 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. However, in some situations vacancies will be concurrently advertised internally and externally (e.g. where the identified skill mix is not readily available internally).
- 4.1.3 No forced redundancies
  - 4.1.3.1 For the period of this Agreement there will be no forced redundancies. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

## **4.2 Appointment and probation**

- 4.2.1 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.
- 4.2.2 An employee will be notified in writing upon the successful completion of the probationary period

## **4.3 Use of casual employees**

- 4.3.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 4.3.2 Casual employees will be engaged for a period of no more than 26 weeks.
- 4.3.3 The provisions of the following clauses do not apply to casual employees:
  - 4.3.3.1 Employment security – clause 4.1
  - 4.3.3.2 Vocational development leave – clause 8.1.1
  - 4.3.3.3 Sick, emergency, paid carer's and compassionate leave – clauses 7.6, 7.7, 7.11 and 7.10.

4.3.3.4 Crisis Leave – clause 7.12

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

- 4.4.1 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.
- 4.4.2 When the position is created in accordance with clause 4.4.1 the temporary labour hire person who is working in the role at that time will not automatically be appointed to the position.

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

- 4.5.1 The employer and employees recognise there are significant advantages provided by part time employment and job sharing.
- 4.5.2 All employees are entitled to apply to work on a part time basis or job share a position.
- 4.5.3 The organisation will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.
- 4.5.4 No current permanent full time employee will be forced to work in a part time or job share position.
- 4.5.5 Where a part time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.
- 4.5.6 Where a part time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.
- 4.5.7 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.
- 4.5.8 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.
- 4.5.9 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

- 4.5.10 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.
- 4.5.11 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.

#### **4.6 Fixed term employment**

- 4.6.1 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 30% of the total number of full time equivalents that are covered by this Agreement.
- 4.6.2 A fixed term employment contract offered by the employer will contain the following provisions:
  - 4.6.2.1 The term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration.
  - 4.6.2.2 The incumbent may terminate the contract by giving the employer the minimum notice required stated within the employment contract.
  - 4.6.2.3 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.
  - 4.6.2.4 Any contract renewal offer is at the sole discretion of the organisation.
- 4.6.3 When the fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provisions in clauses 4.6.2.1 and 4.6.2.3 above will not apply.

#### **4.7 Contracting out**

- 4.7.1 It is agreed that work may be contracted in circumstances where at least one of the following criteria is met:
  - 4.7.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise



- 4.7.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
  - 4.7.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
  - 4.7.1.4 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.
  - 4.7.1.5 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.
- 4.7.2 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.

#### **4.8 Redundancy and redeployment**

- 4.8.1 Voluntary separation package – redundancy
- Where an employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:
- 4.8.1.1 ten (10) weeks notice, or payment in lieu of such period of notice
  - 4.8.1.2 a redundancy payment at the rate of three (3) weeks wage or wage per year of completed continual service with the organisation, with a maximum payment of 104 weeks salary or wage. The maximum payment will include the above ten (10) weeks payment in lieu of notice
  - 4.8.1.3 the employee resigning from all positions in which they are employed by the organisation
  - 4.8.1.4 the employee having notified their manager, who in turn will notify Human Resources, of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the organisation or its predecessors
  - 4.8.1.5 the employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment

- 4.8.1.6 the employee not having any outstanding claim for income maintenance pursuant to the *Workers Rehabilitation and Compensation Act 1986 (SA)*.
- 4.8.1.7 that the organisation has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised, the employee will have the right to decline acceptance of the VSP
- 4.8.1.8 that where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments (e.g. long service leave) to the employee's estate
- 4.8.1.9 the employee understanding that they will not be eligible for re-employment with the organisation for a period of two (2) years from the date of resignation
- 4.8.1.10 each VSP requires the specific approval of the chief executive officer, notification to the appropriate union  
and
- 4.8.1.11 any dispute arising under the provisions of this clause will be dealt with in accordance with the Dispute avoidance/settlement procedures as set out in clause 3.1.
- 4.8.2 Time off during notice period
  - 4.8.2.1 During the period of notice of termination, an employee is entitled to up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
  - 4.8.2.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 4.8.3 Redeployment
  - 4.8.3.1 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.

- 4.8.3.2 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.
- 4.8.3.3 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.
- 4.8.3.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.
- 4.8.3.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

## **5 Wages and related matters**

### **5.1 Payment of wages**

- 5.1.1 Wages are paid fortnightly by close of business on Thursday.

## 5.2 Allowances

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

5.2.1.1 First aid allowance. A certified first aid officer who is nominated by the employer to act on such certification is paid \$11.52 per week.

5.2.1.2 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	87 cents per km
Car with an engine of more than 4 cylinders or a rotary engine	96 cents per km
Motor cycle	34 cents per km

5.2.2 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 2013, by the percentage increase in the Adelaide Consumer Price Index – ABS Catalogue 6401 over the 12 months ending 30 September of the preceding year.

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

## 5.3 Drivers licence

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

## 5.4 Payment of Council rates

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

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

## 5.5 Union fees

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

## 5.6 Superannuation

- 5.6.1 The parties agree that all employees shall have their choice of superannuation fund.
- 5.6.2 Local Super (a division of Statewide Super) will remain the default fund where employees do not advise of an alternative superannuation fund for receipt of contributions. The employer shall pay superannuation contributions in respect of each employee into Local Super.
- 5.6.3 the amount of employer superannuation contribution means:
- 5.6.3.1 for contributory members:
- a) three percent (3%) of the employee's ordinary time earnings
  - and
  - b) any additional contributions which the employer is required to pay under the terms of the rules governing Local Government Super
  - and
  - c) any additional superannuation contributions that the employer agrees to pay in respect of an employee
- 5.6.3.2 for non-contributory members:
- a) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth)
  - and
  - b) any additional superannuation contributions that the employer agrees to pay in respect of an employee.
- 5.6.4 The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

## 5.7 Salary sacrifice

- 5.7.1 Subject to the following conditions, an employee must apply to the organisation to salary sacrifice any part of their salary/wages to make additional contributions to Local Government Super.
- 5.7.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all

- implications of salary sacrifice before seeking to enter into this arrangement.
- 5.7.1.2 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
- 5.7.1.3 Any such arrangement shall be by mutual agreement between each individual employee and the organisation, provided that approval by the organisation shall not be unreasonably withheld.
- 5.7.1.4 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for their on-going living expenses.
- 5.7.1.5 The arrangements made may only apply to future salary arrangements and cannot be retrospective.
- 5.7.1.6 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll officers.
- 5.7.1.7 The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 5.7.1.8 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
- 5.7.1.9 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrifice arrangement.
- 5.7.2 During the life of this Agreement, the organisation may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

## 6 Work practices

### 6.1 Hours of work

- 6.1.1 The parties recognise the benefits of flexible working hours and agree that the business needs of the organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of the service. Operating hours for the purpose of this clause shall be governed by:
- 6.1.1.1 the employer's business needs
  - 6.1.1.2 the business needs of the work area
  - 6.1.1.3 internal and external customer service requirements
  - 6.1.1.4 interrelationships (dependency, impact, service) of the work area with other parts of the organisation
  - 6.1.1.5 employee's family needs
- and
- 6.1.1.6 parameters further defined in this clause.
- 6.1.2 The parties agree to the working of longer daily hours over nine (9) days to accrue time towards a Rostered Day Off (RDO). Full time employees are required to work a minimum of eight (8) x 8.5 hours and one (1) x 8 hour day (Early Day) unless an employee has made arrangements with their team leader to work fewer hours as a consequence of taking accrued time off.
- 6.1.3 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.1.4 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.
- 6.1.5 All hours worked in one (1) day in excess of 8.5 hours between the hours of 3pm and 5pm will attract either payment or Time Off in Lieu (TOIL) at 1.5 times the ordinary hourly rate. The option for payment or TOIL is determined by the employee and may only be altered on a weekly basis.
- 6.1.6 Any work in excess of 10.5 hours in a day will be paid at double time.
- 6.1.7 Any paid overtime or accrual of TOIL must be approved by the appropriate leading worker/team leader/manager prior to the additional hours being worked.

- 6.1.8 In the event of involuntary overtime being required in emergency situations or when an employee is requested to remain at work beyond their standard day to attend a meeting relevant to or for the organisation, which is not a regular feature of the job, the appropriate overtime rates shall apply.
- 6.1.9 Other than in emergencies, reasonable notice shall be given where it is expected that work will continue beyond 8.5 hours on a particular day. In such emergency situations overtime provisions outlined in clause 6.3 shall apply, unless the employee has worked 10.5 hours, at which time double time will apply.
- 6.1.10 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 6.1.11 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.1.12 Taking of TOIL will be by mutual agreement with local management prior to the absence and will be contingent upon operation requirements.
- 6.1.13 The maximum amount of accrued TOIL shall be 76 hours. All time accrued in excess of 76 hours may be paid at the ordinary hourly rate, by mutual agreement.
- 6.1.14 The taking of breaks will be as follows:
  - 6.1.14.1 One paid 15 minute tea break per day is allowed.
  - 6.1.14.2 An unpaid lunch break of at least 30 minutes duration after any continuous five (5) hour work period. TOIL cannot be accrued for working through this break.
- 6.1.15 Each employee will record their daily working hours on an approved attendance record and submit this to their leading worker/team leader for endorsement at the end of each fortnight.
- 6.1.16 Documentation in relation to the taking of leave shall continue as per this Agreement and the organisation's policies and procedures, as amended from time to time.
- 6.1.17 For the purposes of this Agreement each employee (not including casual employees) will be entitled to:
  - 6.1.17.1 10 days sick leave
  - and
  - 6.1.17.2 20 days annual leave
  - 6.1.17.3 A standard payment for the purpose of calculating leave and payment for public holidays is 8.5 hours.



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

## **7 Leave of absence**

### **7.1 Annual leave**

#### **7.1.1 Entitlement to annual leave**

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

#### **7.1.2 Annual leave exclusive of public holidays**

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

#### **7.1.3 Accrual of annual leave entitlement**

- 7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:
- a) full time employee: 152 hours per annum
  - b) part time employee: 152 x average weekly ordinary 38 hours over previous 12 months.

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

#### **7.1.4 Time of taking annual leave**

- 7.1.4.1 Annual leave is taken at a time fixed by the organisation within a period not exceeding six (6) months from the right to annual leave accrued and after not less than two (2) weeks' notice to the employee.
- 7.1.4.2 Nothing contained in clause 7.6.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.

- 7.1.4.3 An employee may elect, with the consent of the employer to take annual leave in single day periods not exceeding ten (10) days in any calendar year.
- 7.1.5 Leave allowed before due date
  - 7.1.5.1 The organisation may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
  - 7.1.5.2 Where leave has been granted to an employee pursuant to this sub-clause, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee, deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.
- 7.1.6 Payment for annual leave
  - 7.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under clause 10 of the Agreement.
  - 7.1.6.2 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with clause 7.1.3.
- 7.1.7 Shut down
  - 7.1.7.1 Where the organisation requires the business operation or part of it to be temporarily shut down, the organisation may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.
  - 7.1.7.2 No more than two (2) shut downs can occur in one (1) calendar year.
  - 7.1.7.3 Where:
    - a) an employee is unable to attend work because of a shut down
    - and

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

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

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

## **7.2 Annual leave loading**

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

## **7.3 Purchase leave**

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

## **7.4 Sick leave**

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

7.4.2 Entitlement to sick leave

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

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

7.4.3 Accrual of sick leave

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

- a) for the first year of continuous service – at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours

and

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

7.4.4 Conditions for payment of sick leave

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

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

and

- b) the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.

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.

## 7.5 Long service leave

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

7.5.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.

- 7.5.3 Long service leave accrued in the first ten (10) years of service must be taken by the completion of 13 years of service. Managers are to ensure leave is taken within the allocated time.
- 7.5.4 Accumulated long service leave (e.g. 11–20 years service) must be taken within three (3) years of the next ten (10) years' service anniversary.
- 7.5.5 Long service leave may be taken at a time mutually convenient between the organisation and the employee concerned after seven (7) years' service in periods of at least one (1) week.
- 7.5.6 An employee may take long service leave after seven (7) years' service in the following manner:
- 7.5.6.1 half pay, thus doubling the period of leave taken
  - 7.5.6.2 double pay, thus halving the period of leave taken
  - 7.5.6.3 'cashing out' all or part of their accrued leave
  - or
  - 7.5.6.4 taking the leave as normal.
- 7.5.7 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

## **7.6 Parental leave**

- 7.6.1 Subject to the terms of this clause, employees are entitled to maternity, partners and adoption leave, and to work part time in connection with the birth or adoption of a child.
- 7.6.2 Definitions
- For the purpose of this clause the following definitions will apply:
- 7.6.2.1 'Continuous service' as it relates to this clause means continuous service with the City of Onkaparinga.
  - 7.6.2.2 'Child' means a child of the employee under the age of one (1) year, except for adoption of a child where child means a person under the age of five (5) years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
  - 7.6.2.3 'Spouse' includes a de facto or former spouse.

- 7.6.2.4 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.
- 7.6.2.5 'Eligible casual employee' means a casual employee:
- a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an on-going period of employment during a period of at least 12 months
- and
- b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of on-going employment.
- 7.6.3 Basic entitlement
- 7.6.3.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave, on a shared basis, in relation to the birth or adoption of their child. For females, maternity leave may be taken, and for males, partners leave may be taken. Adoption leave may be taken in the case of adoption.
- 7.6.3.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- a) for maternity and partners leave, an unbroken period of one (1) week at the time of the birth of the child
  - b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.
- 7.6.4 Unpaid maternity leave
- 7.6.4.1 An employee will provide to the employer, at least ten (10) weeks in advance of the expected date of commencement of maternity leave:
- a) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement
  - b) written notification of the date on which she proposes to commence maternity leave and the period of leave to be taken
- and
- c) a statutory declaration stating particulars of any period of partners leave sought or taken by her spouse and that, for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.
- 7.6.4.2 Subject to clause 7.6.4.1 above, and unless agreed otherwise between the employer and employee, an

employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.

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

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

7.6.4.5 Where leave is granted under clause 7.6.4, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

#### 7.6.5 Paid maternity leave

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

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid maternity leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted nine (9) weeks paid maternity leave
- c) after 36 months of continuous service employees will be granted 12 weeks paid maternity leave
- d) The period of paid maternity leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave
- e) Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave

- f) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes
- g) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease

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

#### 7.6.6 Introduction of paid maternity leave legislation

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

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

#### 7.6.7 Unpaid partners leave

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

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

and

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

and

7.6.7.3 a statutory declaration stating:

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

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

and

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



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

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

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

#### 7.6.8 Paid partners leave

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

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

#### 7.6.9 Unpaid adoption leave

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

7.6.9.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary caregiver of the child
- b) particulars of any period of adoption leave sought or taken by the employee's spouse  
and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

7.6.9.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

#### 7.6.10 Paid adoption leave

7.6.10.1 An employee who produces evidence to the satisfaction of the organisation that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid adoption leave
- b) after 24 months of continuous service to less than 36 months employees will be granted nine (9) weeks paid adoption leave
- c) after 36 months of continuous service employees will be granted 12 week paid adoption leave.
- d) Any public or statutory holiday which may fall within the period of paid adoption leave shall be counted as a day of such parental leave.

7.6.10.2 In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared caregiver responsibility.

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

7.6.10.4 Where the employee is to become the long term foster carer of a child the employer will consider the application of the provisions of paid or unpaid adoption leave as set out in clauses 7.5.9 and 7.5.10, in full or part to that employee.

7.6.10.5 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.

## 7.7 Paid carers leave

7.7.1 An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this sub clause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.

7.7.1.1 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.

7.7.1.2 The entitlement to use sick leave in accordance with this sub clause is subject to

a) the employee being responsible for the care of the person concerned

and

b) the person concerned being either:

i. a member of the employee's immediate family

ii. a member of the employee's household.

7.7.1.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.7.1.4 The parties recognise that the Act caps paid carers leave at ten (10) days per year, regardless of the amount of sick leave accrued by an employee. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carers leave (that is, more than ten [10] days per year) where the employee has accrued sufficient sick leave.

## 7.8 Unpaid carers leave

- 7.8.1 All employees, including casual employees, will be entitled to two (2) days unpaid carers leave for each occasion when a member of the employee's immediate family or household requires care and support because of:
- 7.8.1.1 a personal illness or injury of the member
  - or
  - 7.8.1.2 an unexpected emergency affecting that member.
- 7.8.2 An employee is entitled to unpaid carer's leave only if the employee complies with the following requirements:
- 7.8.2.1 the employee must notify the employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced
  - and
  - 7.8.2.2 the employee must provide the employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the employee, which identifies the name of the person who requires care and support and the relationship of the employee to that person.
- 7.8.3 An employee's entitlement to unpaid carers leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and paid carers leave.

## 7.9 Unpaid family carers leave

- 7.9.1 Employees who make application may be granted (by the chief executive officer or delegate) up to four (4) years leave without pay to care for an immediate family member, subject to the following conditions:
- 7.9.1.1 The employee shall have five (5) years continuous service at the time of taking the leave.
  - 7.9.1.2 The employee must be the primary caregiver for the person concerned.
  - 7.9.1.3 The 'person concerned' must be a member of the employee's immediate family or household.
  - 7.9.1.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave,

including the degree of dependency required and anticipated length of absence.

- 7.9.1.5 Employees may work on a casual basis for the employer while on unpaid family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 7.9.1.6 Absence on unpaid family carer's leave shall not break the continuity of service of an employee, but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Agreement.
- 7.9.1.7 An employee on unpaid family carers leave for up to three (3) months is entitled to the position that he or she held immediately before proceeding on unpaid family carers leave.
- 7.9.1.8 An employee, upon returning to work after unpaid family carers leave of more than three (3) months duration, shall be entitled to a position at the same classification.
- 7.9.1.9 Unpaid family carers leave may be extended, but under no circumstances will the absence on unpaid family carer's leave extend beyond four (4) years.
- 7.9.1.10 Unpaid family carers leave may be taken immediately following a period of parental Leave (as per clause 7.5) where applicable. In these instances the combined period of leave shall not extend beyond five (5) years.
- 7.9.1.11 Unpaid family carers leave shall not be taken 'back to back' with professional development leave.
- 7.9.1.12 An employee on unpaid family carers leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

## **7.10 Compassionate leave**

- 7.10.1 An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days' work:
  - 7.10.1.1 to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life  
  
and/or
  - 7.10.1.2 upon the death of an immediate family or household member.

- 7.10.2 Proof of such illness/injury or death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 7.10.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.
- 7.10.4 Additional compassionate leave
  - 7.10.4.1 Compassionate Leave at the time of the death of an immediate family or household member will be administered in accordance with this Agreement and the organisation's Employee Leave procedure, as amended from time to time.
  - 7.10.4.2 Where extra leave is required in addition to the above entitlement, employees can utilise their sick leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.
- 7.10.5 Additional compassionate leave shall not accumulate from year to year as such, however sick leave entitlements from which the additional compassionate leave would have been available shall continue to accumulate as sick leave pursuant to this Agreement.

## **7.11 Emergency leave**

- 7.11.1 The organisation recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.
- 7.11.2 In addition to the provision of flexible working hours, as outlined in this Agreement, the organisation will allow the use of up to a maximum of five (5) days each service year of available uncertified sick leave for emergency leave.
- 7.11.3 Emergency leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal attention. This may include, but is not limited to, caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one (1) hour and no more than one (1) day on each occasion.
- 7.11.4 Notification requirements are the same as those that apply to sick leave as outlined in the organisation's Employee Leave procedure, as amended from time to time.
- 7.11.5 Emergency leave shall not accumulate from year to year as such, however sick leave entitlements from which the emergency leave would

have been available shall continue to accumulate as sick leave pursuant to the Agreement provisions.

## **7.12 Crisis leave**

- 7.12.1 Council recognises the requirement for flexibility in the management and taking of unplanned leave. An employee may access up to three (3) days paid crisis leave per calendar year which is provided in addition to other leave entitlements. This leave is provided to attend to:
  - 7.12.2 Unplanned matters of urgent and pressing necessity as defined in clause 1.4.8 which requires the immediate action and attention by employees.
  - 7.12.3 Crisis leave can be used in conjunction with compassionate leave as set out in clause 7.10 or emergency leave as set out in clause 7.11.
  - 7.12.4 Crisis leave may be used in urgent circumstances as defined and will not be allowed in circumstances that are normally and reasonably covered by annual leave, rostered days off, time off in lieu or where arrangements can be reasonably made by the employee to prevent taking leave.
  - 7.12.5 Employees seeking crisis leave with pay shall discuss the circumstances giving rise to the application for such leave with their team leader.
  - 7.12.6 Crisis leave is not cumulative.

## **7.13 Volunteer Leave**

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

Volunteer leave does not affect the provisions outlined in the procedure 'Emergency Services Leave'.

## **7.14 Cultural Leave**

- 7.14.1 The parties to this agreement recognise the differing cultural needs of employees. Cultural leave is designed to facilitate the participation of employees with specific cultural obligations in the ceremonial and cultural practices in their community. Employees will be able to access up to three (3) days unpaid leave per calendar year for this purpose.

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

### **7.15 Grace Days**

- 7.15.1 The provision of three (3) Grace Days for those employees covered by the Municipal Officers and Nurses Agreement do not apply to employees covered by this Agreement. Grace Days have been 'annualised' and form part of the normal wage.

### **7.16 Jury service**

- 7.16.1 A full time or part time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
  - 7.16.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service
  - 7.16.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance
  - 7.16.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the organisationand
  - 7.16.1.4 the employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal days' work.
- 7.16.2 Jury service shall count as service for all purposes of the Agreement.

### **7.17 Public holidays**

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



## 8 Employee learning and development

### 8.1 Employee learning and development

#### 8.1.1 Vocational development leave

- 8.1.1.1 Employees who make application may be granted (by the chief executive officer or his/her delegate) up to three (3) years leave without pay to undertake a course of study or to take up a vocational development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.
- 8.1.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 8.1.1.3 Absence on vocational development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.1.1.4 An employee on vocational development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on vocational development leave.
- 8.1.1.5 An employee, upon returning to work after vocational development leave of more than three (3) months duration, shall be entitled to a position at the same classification level.
- 8.1.1.6 An employee on vocational development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- 8.1.1.7 Vocational development leave shall not be taken 'back to back' with unpaid carers leave or with another period of vocational development leave.
- 8.1.1.8 An employee must have completed a reasonable period of service between periods of professional development leave. This will be influenced by the length of approved leave previously taken.

### 8.2 Study assistance

- 8.2.1 It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.

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

### **8.3 Training**

- 8.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the potential to lead to a multiskilled workforce which will give benefits to the organisation in improved productivity as well as providing improved career prospects for employees. As such, the organisation has a commitment to the on-going training of its employees.
- 8.3.2 It is acknowledged that change is a part of the on-going development of the organisation and that training will continue on change management programs.
- 8.3.3 It is recognised that planning sessions and personal/vocational development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of the organisation. As a means of enabling greater flexibility in the provision of planning/training activities, the organisation may require employees to attend selected activities conducted on Saturdays between the hours of 8am and 5pm. Training shall not be conducted on a Saturday forming part of a weekend adjacent to a public holiday.
- 8.3.4 A minimum period of four (4) weeks' notice will be provided prior to any planning/training activity being conducted during the times set out in clause 8.3.3 above. An employee will not be required to attend more than an aggregate of eight (8) hours per annum. However, employees may elect to attend additional program/activities.
- 8.3.5 Time spent on planning/training activities conducted during the times set out in clause 8.3.3 above shall, at the discretion of the employee, either be paid at the ordinary rate of pay or taken as time off in lieu of payment at ordinary time. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 8.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.
- 8.3.7 No other payments or penalties will apply, with the exception of either the provision of a meal by the organisation or payment of the appropriate meal allowance.
- 8.3.8 The organisation will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements.

- 8.3.9 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the Manager of Culture and People.
- 8.3.10 No employee shall be required to participate in a planning/training activity that, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one (1) day.
- 8.3.11 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the ordinary working hours described in this Agreement.
- 8.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 8.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 8.3.14 Notwithstanding the above, the organisation may offer training opportunities for personal development outside of ordinary working hours in the employee's own time on a voluntary basis.

#### **8.4 Career path development**

- 8.4.1 The parties agree that career progression is based upon the requirements of the job, the achievements of competencies and formal qualifications.
- 8.4.2 An employee holding or upon gaining a formal qualification relevant to his/her role at Certificate III or above is entitled to an increase of 1% in base salary.
- 8.4.3 An employee holding or upon gaining a second formal qualification relevant to his/her role at Certificate III or above is entitled to an increase of 1% in base salary

#### **8.5 Trade union training**

- 8.5.1 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.
- 8.5.2 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.

- 8.5.3 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.
- 8.5.4 Union workplace representatives will be allowed paid time to carry out their work as union representatives, with the approval of their manager.

## 9 Miscellaneous

### 9.1 Occupational health and safety

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

### 9.2 Employee assistance program

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

### 9.3 Journey injury insurance

- 9.3.1 The organisation will provide journey injury insurance for all employees embraced by this Agreement.

9.3.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training, and all private journeys as defined in clause 1.4.16.

9.3.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.

#### **9.4 Income protection insurance**

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

9.4.2 Employees will be given the option of making an individual choice of joining any scheme negotiated on their behalf at their cost and will be responsible to adhering to any rules of any such scheme.

#### **9.5 No extra claims**

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

9.5.2 This Agreement shall not preclude increases granted in accordance with the Australian Pay and Classification Scale for economic adjustment purposes from being accessed by those covered by this Agreement when it is clearly stated that any such increases are in addition to enterprise bargaining increases

#### **9.6 Review of Round Sizes**

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

**10 Wage payments**

**10.1 First payment**

A salary increase of 3% and \$650 effective from the commencement of the first full pay period on or after 1 July 2013. This payment will be made upon certification of this agreement with the South Australian Industrial Relations Commission.

**10.2 Second payment**

A salary increase of 3% effective from the commencement of the first full pay period on or after 1 July 2014.

**10.3 Third payment**

A salary increase of 3% effective from the commencement of the first full pay period on or after 1 July 2015.

**10.4 No disadvantage**

Following the release of the Adelaide Consumer Price Index (CPI) figures – ABS Catalogue 6401 - for the year ending 31 March 2015, an assessment will be made of the changes to CPI from 31 March 2012 and a comparison made to the payments outlined above. The CEO will then determine if there has been any disadvantage to employees and if so will consider reviewing the amount to be paid in July 2015.





12 Pay rate schedules

Classification		July 2013	July 2014	July 2015
Level		3%	3%	3%
		Incl. \$650		
<b>RACVO</b>	<b>Trainee</b>	53,869.07	55,485.14	57,149.70
<b>RACVO2</b>				
	<b>Year 1</b>	56,786.58	58,490.17	60,244.88
	<b>Year 2</b>	57,394.18	59,116.01	60,889.49
	<b>Year 3</b>	57,981.43	59,720.87	61,512.50
	<b>Year 4</b>	58,251.47	59,999.02	61,798.99
	<b>Year 5</b>	58,522.59	60,278.27	62,086.62
<b>Leading Hand</b>				
<b>RACVO3</b>	<b>Year 1</b>	58,386.50	60,138.09	61,942.23
	<b>Year 2</b>	58,912.65	60,680.03	62,500.43
	<b>Year 3</b>	59,461.32	61,245.16	63,082.52
	<b>Year 4</b>	59,738.86	61,531.03	63,376.96
	<b>Year 5</b>	60,017.49	61,818.01	63,672.56
<b>Leading Worker</b>				
<b>RACVO4</b>		72,454.48	74,628.12	76,866.96

**13 Classification structure based on qualifications**

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

<b>Current Classification</b>	<b>New Classification</b>	<b>Progression</b>
RACVO 2	RACVO 2/4	RACVO 2 shall progress to RACVO 2/4 based on the attainment of a relevant Certificate III or higher qualification.
RACVO 2/4	RACVO 2/5	RACVO 2/4 shall progress to RACVO 2/5 based on the attainment of a second relevant Certificate III or higher qualification.
RACVO 3	RACVO 3/4	RACVO 3 shall progress to RACVO 3/4 based on the attainment of a relevant Certificate III or higher qualification.
RACVO 3/4	RACVO 3/5	RACVO 3/4 shall progress to RACVO 3/5 based on the attainment of a relevant Certificate III or higher qualification.
RACVO LW		Must have completed the requisite formal qualifications in a relevant Certificate III or higher qualification and as a minimum the completion of Certificate IV in Frontline Management.

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

