

Orders



SOUTH
AUSTRALIAN
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Case Details

Agreement title	City of Onkaparinga Waste Management Section Enterprise Agreement 2022
Employer	City of Onkaparinga
Case number	ET-22-03457

Orders - Approval of Enterprise Agreement City of Onkaparinga Waste Management Section Enterprise Agreement 2022

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

This Agreement shall come into force on and from 18 August 2022 and have a nominal life extending until 30 June 2025.

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

Commissioner Cairney

18 Aug 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS





City of Onkaparinga
Waste Management Section
Enterprise Agreement 2022

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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 2019.
- 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 2022.

1.3 Scope and parties bound

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

1.4 Definitions

For the purposes of this Agreement:

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

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

restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.

1.4.17 'Tribunal' and 'SAET' shall mean the South Australian Employment Tribunal.

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

1.4.19 'Workplace representative' is a recognised employee representative.

1.5 Date of operation

1.5.1 This Agreement shall remain in force for a period of three (3) years from 1 July 2022. This Agreement shall be reviewed and renegotiated during the final nine (9) months of the life of the Agreement.

1.6 Relationship to parent award

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

1.7 Intent

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

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

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

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

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

- 1.7.3.3 building on the organisation's work in business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives
- 1.7.3.4 improving work practices and reducing waste, lost time and absenteeism
- 1.7.3.5 sustaining and building on the organisation's high standards of occupational health, safety and welfare
- 1.7.3.6 continued commitment to the principles of equity and diversity in the workplace
- 1.7.3.7 continued recognition and commitment to access training and skills acquisition opportunities to enhance employees' career paths and best meet the changing needs of the organisation.
- 1.7.3.8 The above strategies underpin a commitment to providing gains for the community, the organisation and its employees.

1.8 Enterprise Agreement Consultative Committee

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

2 Fair treatment at work

2.1 Equity and diversity

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

2.2 Anti-discrimination

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

3 Communication, consultation and dispute resolution

3.1 Dispute avoidance/settlement procedures

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

This option also applies to individual grievances/disputes.

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

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

3.2 Consultation regarding major workplace change

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

3.2.2 Employer to notify

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

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

3.2.3 Employer to discuss change

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

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

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

3.3 Agreement access

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

4 Employment relations and security

4.1 Employment mix

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

4.2 Recruitment

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

4.3 Appointment and probation

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

4.4 Use of casual employees

- 4.4.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.
- 4.4.2 Casual employees will be engaged for a period of no more than 26 weeks.
- 4.4.3 The provisions of the following clauses do not apply to casual employees:
 - 4.4.3.1 Vocational development leave – clause 8.1.1
 - 4.4.3.2 Sick leave, paid carer's leave, compassionate leave, emergency leave, Grace Days and jury service leave – clause 7.4, 7.7, 7.10, 7.11, 7.15 and 7.16.

4.5 Casual Employment

- 4.5.1 A casual employee is an employee who is engaged under an hourly contract of hire and paid a casual loading of 25% in addition to the applicable rates of pay prescribed under clause 12 of the Agreement.
- 4.5.2 A casual employee is paid for time worked only and is not entitled to the various types of leave prescribed in clause 7 of the Agreement. Provided, however, that where a casual employee performs work at a time which attracts penalty rates under the Agreement, the penalties will also apply for the work performed by a casual employee.
- 4.5.3 Where the work is stopped by rain or dust, up to 20 minutes will be allowed for shelter, and, if such weather conditions improve sufficiently to permit resumption of work, the time will be paid for. But if by direction of the employer, work does not resume, the employees will be paid for that day, no less than two hours pay for the day.
- 4.5.4 Where a casual employee on any day reports for duty, without having received notice before leaving their home, when work has been unavoidably stopped, they will be paid no less than two hours pay for that day.
- 4.5.5 There are no limitations on the term of engagement of a casual employee working less than full time hours.

4.6 Conversion of employment status

- 4.6.1 Notwithstanding any other provisions of clause 4.5 any employee:
 - 4.6.1.1 engaged on a contract of employment who is entitled to be, or is, paid as a casual employee and
 - 4.6.1.2 who has been employed by the organisation during a period of at least 12 months either:
-

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

4.6.1.3 shall thereafter have the right to elect to have his or her employment converted to full time or part time employment if such employment is to continue beyond the 12 month period.

- 4.6.2 The operation of this clause shall not apply in the case of casual employees who are engaged to perform work on an occasional, non-systematic or irregular basis or who are relieving other workers who are on workers' compensation or other such long term absences.
- 4.6.3 The employer shall give the employee notice in writing of the provisions of clause 4.6.1 within four (4) weeks of the employee attaining the qualifying period of 12 months in accordance with that clause. The employee retains his or her right of election under that clause if the organisation fails to comply with the clause.
- 4.6.4 Any such employee who does not within four (4) weeks of receiving written notice elect to convert his or her employment to full time or part time employment will be deemed to have elected against any such conversion.
- 4.6.5 Any employee who has a right to elect under clause 4.6.1 upon receiving notice as prescribed in clause 4.6.2 shall give four (4) weeks' notice in writing to the organisation that he or she seeks to elect to convert his or her employment to full time or part time employment.
- 4.6.6 Within four (4) weeks of receiving such notice from an employee, the organisation shall consent to or refuse the election but shall not unreasonably so refuse.

Where in accordance with this clause the organisation refuses an election to convert, the reasons for doing so shall be fully stated to and discussed with the employee concerned and a genuine attempt made to reach agreement. Any dispute about the refusal of an election to convert to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute avoidance settlement procedure.

- 4.6.7 If an employee has elected to have his or her employment converted to full time or part time employment in accordance with this clause, the organisation and the employee shall discuss and agree upon which form of employment the employee will convert to, that is full time or part time. Following such agreement being reached, the employee will convert to full time or part time employment.
- 4.6.8 Once an employee has elected to and with the agreement of the organisation converts to full time or part time employment, the employee may only revert to casual employment by written agreement with the organisation.
- 4.6.9 Any dispute about the arrangements to apply to an employee converting from casual employment to full time or part time employment shall be dealt with as far as practicable with expedition in accordance with clause 3.1 Dispute avoidance settlement procedures.

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

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

4.7 Conversion of temporary labour hire role to a permanent position

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

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

4.8 Part time employment/job sharing

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

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

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

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

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

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

4.8.7 All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate.

- 4.8.8 The employee shall, where possible, be given a minimum of 24 hours' notice of the organisation's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional time shall be one (1) hour of work or in case of a day when the employee is not working or is recalled to work, a minimum of three (3) hours.
- 4.8.9 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.
- 4.8.10 Provided, however that the ordinary hours of work for a part time employee can be altered by mutual agreement between the organisation and the employee concerned, to cover short-term or longer-term operational requirements.
- 4.8.11 Part time employees who work additional hours beyond those specified in their contract of employment will accrue annual leave and personal leave hours in proportion to the hours actually worked.

4.9 Fixed term employment

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

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

4.10 Contracting out

- 4.10.1 It is agreed that work may be contracted in circumstances where at least one of the following criteria is met:

- 4.10.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise
- 4.10.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
- 4.10.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
- 4.10.1.4 where a service review process has been conducted and the organisation determines that it is desirable to competitively tender the service to improve effectiveness or efficiency.
- 4.10.1.5 Where the organisation determines that a service may be outsourced, it shall go through a formal service review prior to any decisions being made about that service.

- 4.10.2 In the event that a decision is made to competitively tender a service, the organisation will take all reasonable steps to support an in-house team that has employees with appropriate and relevant skills and experience which wishes to submit a tender, by providing training, support and resources.

4.11 Redundancy and redeployment

- 4.11.1 No forced redundancies

- 4.11.1.1 For the period of this Agreement there will be no forced terminations due to redundancy. Natural attrition, voluntary

redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

4.11.2 Written notice of redundancy

The organisation must, as soon as practicable, but prior to the redundancy of an employee's role, give to the employee a written notice containing, among other things, the following:

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

4.11.3 Voluntary separation package – redundancy

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

- 4.11.3.1 ten (10) weeks' notice, or payment in lieu of such period of notice
- 4.11.3.2 a redundancy payment at the rate of three (3) weeks wage or wage per year of completed continual service with the organisation, with a maximum payment of 104 weeks' salary or wage. The maximum payment will include the above ten (10) weeks payment in lieu of notice
- 4.11.3.3 the employee resigning from all positions in which they are employed by the organisation
- 4.11.3.4 the employee having notified their manager, who in turn will notify Human Resources, of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the organisation or its predecessors
- 4.11.3.5 the employee not suffering any work related injury between the date of the offer of the separation package and the time at which

the employee commences their journey home on the final day of employment

- 4.11.3.6 the employee not having any outstanding claim for income maintenance pursuant to the *Return to Work Act 2014*
- 4.11.3.7 that the organisation has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised, the employee will have the right to decline acceptance of the VSP
- 4.11.3.8 that where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments (e.g. long service leave) to the employee's estate
- 4.11.3.9 the employee understanding that they will not be eligible for re-employment with the organisation for a period of two (2) years from the date of resignation
- 4.11.3.10 each VSP requires the specific approval of the chief executive officer, notification to the appropriate union

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

4.11.4 Time off during notice period

- 4.11.4.1 During the period of notice of termination, an employee is entitled to up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.11.4.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.11.5 Redeployment

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

- 4.11.5.2 An employee whose position is no longer required may decline redeployment to an alternative position at a lower classification and waive their rights to redeployment and retraining and elect to apply for a VSP.
- 4.11.5.3 Where an employee is redeployed to a position at a lower classified level, the organisation will:
- a) provide for the maintenance of wages at the date of redeployment at their existing level for a period of two (2) years. There will be no entitlement to any increase in wages until such time as the wage relevant to the lower classified position is equal to the maintained wage. If the maintained wage is not equal to the lower classified position after two (2) years, the maintained wage will be reduced to the wage applicable to the lower classification
 - b) seek opportunities to retrain and redevelop the employee to enable them to establish themselves at their previous classification level
 - c) at the employee's request, and by arrangement with the appropriate authority, continue superannuation contributions by the employer and employee on an on-going basis at the level which applied prior to redeployment.
- 4.11.5.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.
- 4.11.5.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

5 Wages and related matters

5.1 Payment of wages

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

5.2 Allowances

- 5.2.1 The following allowance will be paid:

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

- 5.2.1.2 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:

Car (all engine types) and Motorcycle: \$1.12 per km

- 5.2.2 Each of the above allowances will remain unchanged for the life of the agreement. In the event the Award rates are increased, the higher allowance will be applied.

- 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 For any employee that does not provide a duly completed Choice of Fund form prior to the commencement of their employment, all contributions will

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

5.6.3 The amount of the Employer superannuation contribution will be:

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

- i. 3% of the Employee's salary (or as amended); and
- ii. Any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by the Trustee of Statewide Super from time to time to finance the Salarylink benefit for the Employee; and
- iii. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

5.6.3.2 For each other Employee:

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

5.7 Salary sacrifice

5.7.1 Subject to the following conditions, an employee may apply to the organisation to salary sacrifice any part of their salary to make additional contributions to approved superannuation funds or to purchase a vehicle under a novated lease agreement through an approved provider.

5.7.1.1 As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

5.7.1.2 The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

5.7.1.3 Any such arrangement shall be by mutual agreement between each individual employee and the organisation, provided that approval by the organisation shall not be unreasonably withheld.

5.7.1.4 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary

sacrificed together with a statement that the 'cash' component is adequate for their on-going living expenses.

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

6 Work practices

6.1 Hours of work

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

and

6.1.1.6 parameters further defined in this clause.

- 6.1.2 The parties agree to the working of longer daily hours over nine (9) days to accrue time towards a Rostered Day Off (RDO). Full time employees are required to work a minimum of eight (8) x 8.5 hours and one (1) x 8 hour day (Early Day) unless an employee has made arrangements with their team co-ordinator/team leader to work fewer hours as a consequence of taking accrued time off.
- 6.1.3 Where an RDO falls on a public holiday, the employee shall be paid for that day as a public holiday and the RDO shall be taken at another mutually agreed time.
- 6.1.4 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, overtime rates will be paid at time and a half for the first two hours and double time for each hour after that (for an 8.5-hour day this equates to 16 hours of wages). An employee can have the option to:
- 6.1.4.1 be paid overtime rates in lieu of having an RDO (be paid 16 hours).
- Or
- 6.1.4.2 Bank 8.5 ordinary hours to take the RDO at a mutually agreed later date and be paid 7.5 hours (this equates to the 16 hours applicable for working the RDO).
- 6.1.5 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.1.6 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.
- 6.1.7 Notwithstanding the span of hours prescribed under 6.1.4 hereof, during extreme heat work shall commence at 5:30am with all available RACVs out for collection and conclude upon completion of the section's ordinary daily RACV Operator duties. RACV Operators will assist other team members in the completion of all rounds prior to ceasing work as a group for the day.
- 6.1.8 Extreme heat shall be assessed and managed in accordance with the Council's Inclement Weather and Sun Protection procedure.
- 6.1.9 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.

- 6.1.10 Any work in excess of 10.5 hours in a day will be paid at double time.
- 6.1.11 Any paid overtime or accrual of TOIL must be approved by the appropriate team coordinator/team leader/manager prior to the additional hours being worked.
- 6.1.12 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.
- 6.1.13 Other than in emergencies, reasonable notice shall be given where it is expected that work will continue beyond 8.5 hours on a particular day. In such emergency situations overtime provisions outlined in clause 6.1.7 shall apply, unless the employee has worked 10.5 hours, at which time double time will apply.
- 6.1.14 Weekend overtime shall be paid or accrued as TOIL at the applicable Award penalty rates.
- 6.1.15 A weekend overtime roster will be implemented during the summer school holidays. The employer will determine the requirement for weekend overtime.
- 6.1.16 Wherever possible, employees will be advised of the requirement to work weekend overtime on Wednesday prior to the commencement of the overtime.
- 6.1.17 An employee shall not unreasonably refuse to work additional hours in accordance with this clause.
- 6.1.18 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.1.19 Taking of TOIL will be by mutual agreement with local management prior to the absence and will be contingent upon operation requirements.
- 6.1.20 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.
- 6.1.21 The taking of breaks will be as follows:
 - 6.1.21.1 One paid 15 minute tea break per day is allowed.

6.1.21.2 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.

6.1.22 Each employee will record their daily working hours on an approved attendance record and submit this to their team coordinator/team leader for endorsement at the end of each fortnight.

6.1.23 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.

6.1.24 For the purposes of this Agreement each employee (not including casual employees) will be entitled to:

6.1.24.1 10 days sick leave

and

6.1.24.2 20 days annual leave

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

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

7 Leave of absence

7.1 Annual leave

7.1.1 Entitlement to annual leave

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

7.1.2 Annual leave exclusive of public holidays

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

7.1.3 Accrual of annual leave entitlement

- 7.1.3.1 An employee's entitlement to annual leave accrues as follows for each completed year of continuous service:
- a) full time employee: 152 hours per annum
 - b) part time employee: 152 x average weekly ordinary 38 hours over previous 12 months.
- 7.1.3.2 Upon termination of employment, if the period of service is not exactly divisible into complete years, a full time employee accrues 12 2/3 hours annual leave for each completed month of service in the incomplete year. A part time employee accrues such annual leave on a pro-rata basis.

7.1.4 Time of taking annual leave

- 7.1.4.1 Annual leave is taken at a time fixed by the organisation within a period not exceeding six (6) months from the right to annual leave accrued and after not less than two (2) weeks' notice to the employee.
- 7.1.4.2 Nothing contained in clause 7.1.4.1 shall restrict the taking of annual leave at a time or times agreed between the employer and the employees.
- 7.1.4.3 An employee may elect, with the consent of the employer to take annual leave in single day periods not exceeding ten (10) days in any calendar year.

7.1.5 Leave allowed before due date

- 7.1.5.1 The organisation may allow annual leave to an employee before the right to that leave has accrued. Where such leave is taken a further period of annual leave does not commence to accrue until after the expiration of the 12 months in respect of which annual leave has been taken before it accrued.
- 7.1.5.2 Where leave has been granted to an employee pursuant to this sub-clause, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each complete month of the qualifying period of 12 months not served by the employee, deduct what remuneration is payable upon the termination of the employment 1/12 of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any public holidays.

7.1.6 Payment for annual leave

- 7.1.6.1 Prior to proceeding on annual leave, an employee is entitled to be paid for the period of leave at the rate of pay applicable to the employee, under clause 12 of the Agreement.
- 7.1.6.2 Upon termination of employment an employee must be paid for leave accrued, which has not been taken, in accordance with clause 7.1.3.

7.1.7 Shut down

- 7.1.7.1 Where the organisation requires the business operation or part of it to be temporarily shut down, the organisation may require the employee to take annual leave by giving the employee notice of the requirement at least two (2) months before the period of annual leave is to begin.
- 7.1.7.2 No more than two (2) shut downs can occur in one (1) calendar year.
- 7.1.7.3 Where:
 - a) an employee is unable to attend work because of a shut down
 - and
 - b) that employee has not accrued a full year's entitlement to annual leave that employee must be allowed to take pro rata annual leave calculated in accordance with the formula specified in clause 7.1.3.2.
- 7.1.7.4 Where an employee is required to take leave in accordance with 7.1.7.1, and the employee does not have a full or pro-rata credit of leave, the employee may be stood off without pay during the period of the close down for any time in excess of the employee's leave credit.
- 7.1.7.5 All time that the employee is stood off without pay for the purposes of 7.1.7.4 is deemed to be time of service in the next 12 monthly qualifying period.

7.2 Annual leave loading

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

7.3 Purchase leave

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

7.4 Personal Leave

- 7.4.1 Full time employees are entitled to 76 hours of personal leave per completed year of service.

7.5 Accrual of Personal leave

- 7.5.1 An employee's entitlement to personal 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 $76 \times \text{average weekly ordinary hours over the previous 12 months} \div 38$.

7.6 Using Personal leave

- 7.6.1 Personal paid leave includes Sick leave, Carers leave and Emergency leave.
- 7.6.2 Any personal leave taken by the employee is deducted from the employee's personal leave credit.
- 7.6.3 An employee (other than a casual employee) who has a personal leave credit is entitled to take personal leave in the following circumstances:
- 7.6.3.1 If the employee is too sick to work

- 7.6.3.2 If the employee has responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support when they are ill or injured.
- 7.6.3.3 If an employee is required to attend to an unplanned family or personal matter which requires immediate action and attention by the employee.
- 7.6.4 Employees must contact their People Leader prior to the taking of personal leave, or in extenuating circumstances as soon as practicable.
- 7.6.5 A Director, Manager or Team Leader may request a medical certificate or statutory declaration (as per the employee leave procedure) in the following instances:
 - 7.6.5.1 Where concerns exist about the nature of the leave taken
 - 7.6.5.2 Where an employee has exceeded 76 hours of personal leave in a 12 month period
 - 7.6.5.3 Where either the day preceding or the day following a public holiday, or rostered day off are taken off work
 - 7.6.5.4 Where both the day preceding and the day following a weekend are taken off work
 - 7.6.5.5 For full time employees, where five (5) or more consecutive days are taken together
 - 7.6.5.6 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.
- 7.6.6 An employee who fails to provide the necessary evidence, if it is requested, will not be entitled to paid personal leave. In this instance, the leave will be converted to unpaid personal leave.
- 7.6.7 An employee (other than a casual employee) who is on annual leave is entitled, upon the provision of a medical certificate, to take personal leave if the employee is too sick to work for a period of at least three (3) consecutive days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's personal leave entitlement.
- 7.6.8 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 personal leave.

7.7 Long service leave

- 7.7.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.
- 7.7.2 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.
- 7.7.3 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.
- 7.7.4 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.
- 7.7.5 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.
- 7.7.6 An employee may take long service leave after seven (7) years' service in the following manner:
 - 7.7.6.1 half pay, thus doubling the period of leave taken
 - 7.7.6.2 double pay, thus halving the period of leave taken
 - 7.7.6.3 'cashing out' all or part of their accrued leave
 - or
 - 7.7.6.4 taking the leave as normal.

- 7.7.7 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.

7.8 Parental leave

- 7.8.1 The City of Onkaparinga is committed to supporting new parents to maximise the time spent with their family. This clause defines employee entitlements and where the Agreement is silent the Award and Parental Leave Procedure will apply.

7.8.2

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

- 7.8.2.1 'Adoption leave' is the period of leave taken by an employee upon the placement of a Child.
- 7.8.2.2 'Child' is as defined in the Award.
- 7.8.2.3 'Spouse' is as defined in the Award and is extended to also include any spousal relationship regardless of sex or gender identity.
- 7.8.2.4 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.
- 7.8.2.5 'Eligible casual employee' is as defined in the Award.
- 7.8.2.6 'Continuous Service' as it relates to this clause means continuous service with the City of Onkaparinga.
- 7.8.2.7 'Primary Carer' the person who will have primary responsibility for the care of the child during normal business hours.
- 7.8.2.8 'Secondary carer' the person who is the spouse of the primary carer and who does not have the primary responsibility for providing care to the child during business hours.
- 7.8.2.9 'Keeping in touch days' is when an employee performs work for the employer on a day or part of a day while on a period of approved parental leave.

7.8.3 Government parental leave pay

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

- 7.8.3.2 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 outlines in this agreement will remain.

7.8.4 Basic entitlement

- 7.8.4.1 After 12 months continuous service, employees are entitled to take 52 weeks off work, through a combination of paid and unpaid leave as detailed in this clause..

- 7.8.4.2 The below table outlines the available leave entitlements:

Leave Type	Who is eligible	Minimum length of service	Paid leave	Other leave	Total leave
Primary carer (Including adoption leave)	Primary Carer	12 months	12 weeks full pay	40 weeks	52 weeks
			24 weeks half pay	28 weeks	52 weeks
		<12 months	N/A	52 weeks	52 weeks
Secondary carer (Including adoption leave)	Secondary Carer	12 months	2 weeks full pay	50 weeks	52 weeks
			4 weeks half pay	48 weeks	52 weeks
		<12 months	N/A	52 weeks	52 weeks
Pregnancy ends before 20 weeks	Pregnant Employee	N/A	N/A	Personal leave as per clause 7.4 As prescribed by medical practitioner	
Pregnancy ends after 20 weeks but before paid leave has commenced (Special maternity leave)	Pregnant Employee	12 months	6 weeks full pay	46 weeks	52 weeks
		<12 months	N/A	52 weeks	52 weeks
Stillbirth (Special maternity leave)	Pregnant Employee	12 months	12 weeks full pay	40 weeks	52 weeks
			24 weeks half pay	28 weeks	52 weeks
		<12 months	N/A	52 weeks	52 weeks

7.8.4.3 Paid parental leave – primary carer

- a) Commences on the date you nominate in the parental leave request, which may be a date prior to the birth of the child

- b) Must be taken within 52 weeks of the birth or adoption of the child
- c) is reduced by any paid leave you have as a secondary carer
- d) can be taken at half pay
- e) Primary carers who experience the death of an infant during the first 24 months of life can still take primary carer leave

7.8.4.4 Paid parental leave – secondary carer

- a) Must be taken within 52 weeks of the birth or adoption of the child
- b) Can be taken when your spouse is also on parental leave
- c) Is reduced by any paid leave you have as a primary carer
- d) Secondary carers who experience the death of an infant during the first 24 months of life can still take secondary carer leave

7.8.4.5 Pregnancy ends after 20 weeks (special maternity leave)

- a) Applies to pregnant Employees whose pregnancy ends after at least 20 weeks but before paid leave has commenced
- b) Must be taken immediately following the end of the pregnancy

7.8.4.6 Stillbirth

- a) Applies to pregnant Employees who experience stillbirth
- b) Must be taken immediately following the end of the pregnancy
- c) Can be taken at half pay

7.8.4.7 Unpaid parental leave – primary and secondary carer

- a) Can be taken in combination with other leave (for example, long service leave or annual leave)
- b) Can be taken when your spouse is also on parental leave
- c) The maximum time of all combined types of leave taken under this clause (paid and unpaid) must not exceed 52 weeks, unless otherwise agreed between the Council and the Employee
- d) Primary and secondary carers who experience the death of an infant during the first 24 months of life can still take unpaid parental leave
- e) The Employee may request for an extension of the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months, in accordance with the Award
- f) Similarly, the Employee may request to return on a part-time basis in accordance with the Award
- g) The Council will consider the Employee's request and has the discretion to approve or refuse based on reasonable business grounds.

7.8.4.8 Combining leave entitlements

- 7.8.4.8.1** 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, TOIL or long service leave, subject to the total amount of leave not exceeding 52 weeks.

7.8.4.8.2 Where an Employee, not then on parental leave, suffers illness related to their pregnancy, they may take any accrued personal leave and such further unpaid leave (as a registered practitioner certifies as necessary) before their return to work provided that the aggregate of paid personal leave, unpaid leave and parental leave shall not exceed 52 weeks.

7.8.4.9 How you will be paid

7.8.4.9.1 Paid parental leave for a full time Employee will be based on their ordinary hours. For a part time employee or Eligible casual employees, paid parental leave will be based on the average ordinary hours worked in the 52 weeks prior to commencing parental leave. Any shift allowances and loadings are not included in calculating your paid parental leave.

7.8.4.9.2 For the avoidance of doubt, leave at half pay is provided on the basis that the total period of leave does not exceed 52 weeks (unless otherwise agreed in writing between the Employee and the Council.

7.8.4.9.3 The period of paid parental leave will be paid in normal fortnightly payments from the commencement of the parental leave component of the Employee's leave.

7.8.4.9.4 Any public or other statutory holiday which may fall within the period of paid parental leave shall be counted as a day of such parental leave.

7.8.4.9.5 Absence from work during paid parental leave shall count as service for personal leave, annual leave and long service leave purposes.

7.8.4.10 Applying for parental leave

7.8.4.10.1 The process for applying for parental leave, including notice and evidentiary requirements is as per the Council's leave procedure, as amended from time to time.

7.8.4.11 Keeping in touch days whilst on parental leave

7.8.4.11.1 Employees can access up to ten (10) keeping in touch days from the time they become their child's primary carer until the end of their parental leave period, however a keeping in touch day cannot be taken within the first 2 weeks following the birth or adoption of their child

7.8.4.11.2 If the Employee extends their period of unpaid parental leave beyond 52 weeks, they can take an additional 10 Keeping in touch days

7.8.4.11.3 The Keeping in touch days must be mutually agreed by the Employee and their people leader.

7.9 Unpaid carers leave

7.9.1 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:

7.9.1.1 A personal illness or injury of the member, or

7.9.1.2 An unexpected emergency affecting that member.

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

7.9.2.1 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

7.9.2.2 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.

7.9.3 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.

7.10 Long Term Unpaid family carers leave

7.10.1 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:

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

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

- 7.10.1.3 The 'person concerned' must be a member of the employee's immediate family or household.
- 7.10.1.4 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.
- 7.10.1.5 Employees may work on a casual basis for the employer while on long term unpaid family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 7.10.1.6 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.
- 7.10.1.7 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 long term unpaid family carers leave.
- 7.10.1.8 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.
- 7.10.1.9 Long term unpaid family carers leave may be extended, but under no circumstances will the absence on long term unpaid family carer's leave extend beyond four (4) years.
- 7.10.1.10 Long term 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.
- 7.10.1.11 Long term unpaid family carers leave shall not be taken 'back to back' with professional development leave.
- 7.10.1.12 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.

7.11 Compassionate leave

- 7.11.1 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:
- 7.11.1.1 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
 - 7.11.1.2 Upon the death of an immediate family or household member.
- 7.11.2 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.
- 7.11.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

7.12 Additional compassionate leave

- 7.12.1.1 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.
- 7.12.1.2 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.
- 7.12.1.3 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.

7.13 Crisis leave

- 7.13.1 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:
- 7.13.2 Unplanned matters of urgent and pressing necessity as defined in clause 1.4.5 which requires the immediate action and attention by employees.
- 7.13.3 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.
- 7.13.4 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.
- 7.13.5 Employees seeking crisis leave with pay shall discuss the circumstances giving rise to the application for such leave with their team leader.
- 7.13.6 Crisis leave is not cumulative.

7.14 Volunteer Leave

- 7.14.1 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.
- 7.14.2 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.
- 7.14.3 Unpaid volunteer leave is not cumulative.
- 7.14.4 Volunteer leave does not affect the provisions outlined in the procedure 'Emergency Services Leave'.

7.15 Cultural Leave

- 7.15.1 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.
- 7.15.2 Cultural leave must be arranged with the team leader/manager in advance and taken at a time that is mutually convenient.
- 7.15.3 Employees seeking cultural leave must fully disclose the circumstances giving rise to the application. An application for leave must be completed on each occasion.
- 7.15.4 Unpaid cultural leave is not cumulative.

7.16 Grace Days

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

7.17 Jury service

- 7.17.1 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:

- 7.17.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service
 - 7.17.1.2 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
 - 7.17.1.3 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
- 7.17.1.4 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.

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

7.18 Public Holidays

- 7.18.1 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 for all hours worked and an entitlement to bank 8.5 hours of TOIL OR attract ordinary rates for all hours worked and an entitlement to bank 17 hours of TOIL.

7.19 Leave to Deal with Family and Domestic Violence

7.19.1 Eligibility

This clause applies to all employees, including casuals.

7.19.2 Definitions

In this clause:

- 7.19.2.1 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.

- 7.19.2.2 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.

- 7.19.2.3 A reference to a spouse or de facto partner in the definition of family member in clause 7.19.2.2(a) includes a former spouse or de facto partner.

7.19.3 Entitlement to paid leave

- 7.19.3.1 An employee is entitled to 76 hours paid 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.

7.19.3.2 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.

7.19.4 Taking paid leave

7.19.4.1 Upon the exhaustion of paid leave in accordance with clause 7.20.4.1, 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.

7.19.5 Service and continuity

7.19.5.1 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.

7.19.6 Notice

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

The notice:

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

7.19.7 Evidence

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

- 7.19.7.2 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.

7.19.8 Confidentiality

- 7.19.8.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 7.18.7 is treated confidentially, as far as it is reasonably practicable to do so.
- 7.19.8.2 Nothing in clause 7.18.8.1 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.
- 7.19.8.3 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.

8 Employee learning and development

8.1 Employee learning and development

8.1.1 Vocational development leave

- 8.1.1.1 Employees who make application may be granted (by the chief executive officer or his/her delegate) up to three (3) years leave without pay to undertake a course of study or to take up a vocational development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.
- 8.1.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 8.1.1.3 Absence on vocational development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.1.1.4 An employee on vocational development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on vocational development leave.

- 8.1.1.5 An employee, upon returning to work after vocational development leave of more than three (3) months duration, shall be entitled to a position at the same classification level.
- 8.1.1.6 An employee on vocational development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- 8.1.1.7 Vocational development leave shall not be taken 'back to back' with unpaid carers leave or with another period of vocational development leave.
- 8.1.1.8 An employee must have completed a reasonable period of service between periods of professional development leave. This will be influenced by the length of approved leave previously taken.

8.2 Study assistance

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

8.3 Training

- 8.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the potential to lead to a multiskilled workforce which will give benefits to the organisation in improved productivity as well as providing improved career prospects for employees. As such, the organisation has a commitment to the on-going training of its employees.
- 8.3.2 It is acknowledged that change is a part of the on-going development of the organisation and that training will continue on change management programs.
- 8.3.3 It is recognised that planning sessions and personal/vocational development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of the organisation. As a means of enabling greater flexibility in the provision of planning/training activities, the organisation may require employees to attend selected activities conducted on Saturdays between the hours of 8am and 5pm. Training shall not be conducted on a Saturday forming part of a weekend adjacent to a public holiday.
- 8.3.4 A minimum period of four (4) weeks' notice will be provided prior to any planning/training activity being conducted during the times set out in clause 8.3.3 above. An employee will not be required to attend more than an aggregate of eight (8) hours per annum. However, employees may elect to attend additional program/activities.
- 8.3.5 Time spent on planning/training activities conducted during the times set out in clause 8.3.3 above shall, at the discretion of the employee, either be paid at the ordinary rate of pay or taken as time off in lieu of payment at ordinary time. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 8.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.

- 8.3.7 No other payments or penalties will apply, with the exception of either the provision of a meal by the organisation or payment of the appropriate meal allowance.
- 8.3.8 The organisation will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements.
- 8.3.9 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the Manager of Culture and People.
- 8.3.10 No employee shall be required to participate in a planning/training activity that, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one (1) day.
- 8.3.11 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the ordinary working hours described in this Agreement.
- 8.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 8.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 8.3.14 Notwithstanding the above, the organisation may offer training opportunities for personal development outside of ordinary working hours in the employee's own time on a voluntary basis.

8.4 Trade union training

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

9 Miscellaneous

9.1 Work health and safety

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

9.2 Employee assistance program

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

9.3 Journey injury insurance

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

9.4 Income protection insurance

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

9.5 No extra claims

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

9.6 Review of Round Sizes

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

10 Wage payments

10.1 First payment

A salary increase of 4.7% effective from the commencement of the first full pay period on or after 1 July 2022. This payment will be made upon certification of this agreement with the Tribunal.

10.2 Second payment

A salary increase of 1% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 31 March 2023, whichever is greater; effective from the first full pay period on or after 1 July 2023.

10.3 Third payment

A salary increase of 1% or the Adelaide Consumer Price Index (CPI) – ABS Catalogue 6401 - for the year ending 31 March 2024, whichever is greater; effective from the first full pay period on or after 1 July 2024.

11 Signatories to the Agreement

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



Branch Secretary

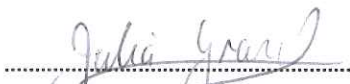


Witness

Date 12th July 2022

Date 12/7/2022

For and on behalf of the City of Onkaparinga



Chief Executive Officer



Witness

Date 15th July 2022

Date 15/7/22

12 Pay rate schedules

Classification Level		Current	Jul-22	Jul-23	Jul-24
		2021	4.70%	1%	1%
Operator					
RACVO	Year 1	\$68,111.58	\$71,312.82	\$72,025.95	\$72,746.21
	Year 2	\$68,840.36	\$72,075.86	\$72,796.62	\$73,524.59
	Year 3	\$69,544.73	\$72,813.33	\$73,541.46	\$74,276.87
	Year 4	\$70,193.82	\$73,492.93	\$74,227.86	\$74,970.14
Leading Hand					
RACVO	Job-share	\$71,986.85	\$75,370.23	\$76,123.93	\$76,885.17
RACVO	Full-time	\$73,779.88	\$77,247.53	\$78,020.01	\$78,800.21

13 Leading Hand compensation arrangements

Should the organisation determine that an employee is to backfill the Leading Hand RACVO position outside of the current arrangements, therefore performing the role exclusively, the full-time rate will apply.

14 Leading Hand provisions/resourcing

If following consultation under clause 3.2 the structure for the leading hand position is changed/amended and the impacted employees are classified to a lower level, then the organisation will provide for the maintenance of wages at the date of the change 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

15 Classification Criteria

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

RACVO (Robotic Arm Collection Vehicle Operator)

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

- The operation and operational maintenance of an RACV
- Knowledge of the kerbside collection requirements
- Safe and efficient operational techniques for the collection and disposal of domestic waste

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

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

RACVO Leading Hand

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

- Knowledge of collection requirements for all domestic waste collection routes, to ensure the efficient and effective delivery of the services
- Thorough knowledge of the requirements of the City of Onkaparinga Service Standards and Service Levels for Domestic Waste collection and disposal, ensuring that the requirements for both are achieved.
- Assist the Team Coordinator to lead and communicate the daily operational activities of the domestic waste collection team including the commencement of shift and the end of day mop-up as required to meet service standards.
- Lead the team in undertaking their daily operational activities.
- Induct and train new members in daily operational waste collection activities
- Provide initial response to colleagues, ensuring escalation to the Team Coordinator as required.