

ASU & DISTRICT COUNCIL OF BARUNGA WEST ENTERPRISE AGREEMENT 2017-2019

File No. 1556 of 2017

This Agreement shall come into force on and from 27 April 2017 and have a life extending until 31 December 2019.

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

DATED 27 APRIL 2017.



A handwritten signature in black ink, appearing to read "Lore Benth".

COMMISSION MEMBER

ASU & District Council of Barunga West ENTERPRISE AGREEMENT 2017-2019

CLAUSE 1 TITLE

This Agreement shall be known as the ASU & District Council of Barunga West Enterprise Agreement 2017-2019

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CLAUSE 3 DEFINITIONS

Act	Means the Fair Work Act 1994
Agreement	Means the ASU & District Council of Barunga West Enterprise Agreement 2017-19
Award	Means the South Australian Municipal Salaried Officers Award
CEO	Means the appointed Chief Executive Officer of Council
Council	Means the District Council of Barunga West
Consultation	Is the process that will have regard to employee's interests in the formulation of plans that have a direct impact upon them. It provides employees with the opportunity to have their viewpoint heard and taken into account and allows for decisions to be made giving due regard to matters raised by employees. The objective of consultation is reaching agreed outcomes.
Continuous Service	Is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined within the Local Government Act.
Employer	Means the District Council of Barunga West
Employee	Means an employee of the Council who is covered by the terms and conditions of this Agreement..
Family	Shall include any person who relies on the employee as a primary care giver.
Salary	For the purpose of clause 12, salary shall mean total income including superannuation payment, use of vehicle or regular overtime. Where a motor vehicle is part of an employee's package, then the negotiated value of the motor vehicle shall form part of the employee's 'gross salary'. For the purposes of the Agreement, full private use of the motor vehicle shall equal an annual total of \$12,500 and commuter use shall equal \$3,000.
Union	Means the Amalgamated ASU (SA) State Union or ASU.
Workplace Representative	Shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union.

CLAUSE 4 PARTIES BOUND

This Agreement will be binding upon:-

- 4.1 The District Council of Barunga West and those employees employed by the Council pursuant to the Award.
- 4.2 The appointed Chief Executive Officer is excluded from the operation of this Agreement.
- 4.3 The Amalgamated ASU (SA) State Union or ASU.

CLAUSE 5 COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

CLAUSE 6 PERIOD OF OPERATION

This Agreement shall commence operation from the date of approval and remain in force until 31 December 2019. This Agreement will be reviewed and renegotiated during the final three months of the period.

CLAUSE 7 RELATIONSHIP TO AWARD AND EXISTING AGREEMENTS

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

CLAUSE 8 OBJECTIVES OF AGREEMENT

- 8.1 This Agreement sets out the arrangement for management and employees to work positively together to:-
- 8.1.1 Provide a more productive environment, resulting in gains to the Council, the employees and the local community.
 - 8.1.2 To enhance careers.
 - 8.1.3 Recognise the contribution of employees to the achievement of the objectives of the Agreement by providing wage rises based on productivity and efficiency improvements.
 - 8.1.4 Develop a high degree of team work, trust and shared commitment.
 - 8.1.5 To recognise the commitment of employees and past productivity and efficiency improvements.
 - 8.1.6 Promote high standards of excellence in the delivery of services in all areas of Council's operations which may include:-
 - 8.1.6.1 Review of work arrangements.
 - 8.1.6.2 Establishment of 'performance indicators' by benchmarking.
 - 8.1.6.3 Improving the range, quality and efficiency of services.
 - 8.1.6.4 Exploring income generation strategies.

- 8.1.6.5 Development of services which are viable, cost competitive and effective.

CLAUSE 9 EMPLOYEE RELATIONS

The parties recognise:-

- 9.1 That involvement of employees in decision making processes on issues which may impact on them is an essential ingredient of a productive workplace and a satisfied workforce.
- 9.2 The need to work in partnership and co-operation with each other.
- 9.3 Recognises the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.

CLAUSE 10 CONSULTATIVE MECHANISM

10.1 The parties agree that a formal structure within the workplace for communication, consultation and negotiation can assist in ensuring sound industrial relations at the workplace. Accordingly, the following consultative structures are the appropriate forums in regard to enterprise bargaining and other human resource matters:-

10.1.1 Staff meetings will be convened at least bimonthly to ensure proper dissemination of information.

10.1.2 Enterprise Bargaining Negotiating Committee:-

10.1.2.1 An Enterprise Bargaining Negotiating Committee comprising an agreed, equal number of employer and employee representatives, and an Australian Services Union Industrial Officer, shall formulate an enterprise agreement in accordance with Part 2, Chapter 3 of the Fair Work Act 1994.

10.1.2.2 Upon conclusion of the Enterprise Bargaining Agreement negotiations, the employee representatives of the Committee shall meet with management on a regular basis to consider the implementation or any disputes arising as a result of the implementation of the Agreement.

10.1.2.3 This Committee will also act as a Consultative Committee for any change managed under Clause 11 Change Management.

10.2 Union Workplace Representative:-

10.2.1 Upon written advice from the Union Branch Secretary that an employee has been appointed as Union Workplace Representative, the Council shall recognise such person as being accredited for the following purposes:-

10.2.1.1 To represent the interests of members in any negotiations with the consent of such members.

- 10.2.1.2 To represent the interests of members on any consultative committee.
- 10.2.2 Union Workplace Representatives shall be permitted to devote a reasonable amount of time to carry out their role.
- 10.2.3 To assist the Workplace Representative(s) to successfully fulfill the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and/or a secure place to keep Union information.
- 10.2.4 Leave Entitlement for Union Committees:-
 - 10.2.4.1 An employee who is a member of a Union Committee or Committees shall be granted special leave with full pay for attendance at meetings called in accordance with the Union rules, provided that such leave does not exceed thirty (30) hours per annum.

CLAUSE 11 CHANGE MANAGEMENT

- 11.1 The parties recognise that ongoing change is a feature of the work environment and that appropriate management of significant change is essential.
- 11.2 For the purpose of this Agreement significant 'change' is deemed to include, but is not limited to, any or all of the following:-
 - 11.2.1 Change to work practices.
 - 11.2.2 Introduction of new technology.
 - 11.2.3 Change in workforce size and/or structure.
 - 11.2.4 Resource sharing or amalgamation with other organisations.
 - 11.2.5 Consideration of alternative service delivery.
- 11.3 Following a proposal for significant change, there should be consultation involving all relevant employees. There will be full, open and honest disclosure of all information relevant to the proposed change. Council will not be required to disclose confidential information, the disclosure of which would be detrimental to the employer's interest.
- 11.4 Reclassification:-
 - 11.4.1 Any request for reclassification shall be examined and determined by the employer within two months of receipt of such application. Date of reclassification shall take effect from date of receipt of such application.

11.4.2 The applicant shall be provided with written confirmation of the decision. If the applicant is unsuccessful, written reasons shall be provided.

11.4.3 Any member not satisfied with the determination may access the dispute resolution/grievance procedures of the Agreement, or Award.

11.5 Amalgamation Proposal:-

11.5.1 Where an amalgamation or boundary change which impacts on staff of this Council is proposed the following process shall occur forthwith:-

11.5.2 An Amalgamation Consultative Committee shall be established to discuss and agree to procedures dealing with issues affecting staff as a result of the proposed amalgamation with the other Council or Councils comprising:-

Workplace or Employee Representative
Chief Executive Officer
ASU Industrial Officer
Member of Council

11.5.3 The Chief Executive Officer shall approach the other Council or Councils with a view to the establishment of a Joint Amalgamation Consultative Committee including:-

Workplace or Employee Representatives
Chief Executive Officers
ASU Industrial Officer
Council representation

To discuss and agree to procedures dealing with issues affecting staff of all Councils as a result of the proposed amalgamation and to agree to the terms of an Amalgamation Agreement.

11.5.4 The Amalgamation Agreement shall include but not be limited to the following:-

Job Security
General Principles for Workforce Merger
Introduction of new Organisational Structure
Grievance/Dispute Resolution Procedure
Redeployment Policy
Part-time Work Policy
Outplacement of Staff
Voluntary Separation Packages

11.6 Vacancies:-

11.6.1 Before recruiting externally for temporary staff, consultation with existing staff will occur to explore opportunities for higher duty.

CLAUSE 12 EMPLOYMENT SECURITY

- 12.1 There shall be no forced redundancies during the life of this Agreement.
- 12.2 Any determination being made regarding redundant positions will be made by the organisation in consultation with the Union.
- 12.3 The means of adjustment in those situations where organisational change results in the position being no longer required will be dealt with via natural attrition or in one of the following ways:-
- 12.3.1 Redeployment to a position of the same classification level.
- 12.3.2 Redeployment to a position of lower classification level with income maintenance.
- 12.3.3 Voluntary separation package.

However, employees may access a voluntary separation package at any stage of the process, provided that no more than six months has elapsed in the redeployed position.

12.4 Redeployment:-

- 12.4.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.
- 12.4.2 If after examining all options, it is agreed by all of the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level.
- 12.4.3 The employee's pre-redeployment salary shall be maintained until the salary of the new classification level equals the employee's pre-redeployment salary. For the first twenty-four (24) months of income maintenance the employee shall receive all incremental advances and Enterprise Agreement increases due under the pre-redeployment position.
- 12.4.4 The employee will, as a matter of priority, be provided with training to assist the redeployee into the new position.
- 12.4.5 The employees have up to six months from commencement in the redeployed position to confirm acceptance of that position.

12.5 Voluntary Separation Package:-

- 12.5.1 Where positions are identified as redundant, an employee may, with mutual agreement of the Council, access a voluntary separation package. Such package shall be treated as a bona fide redundancy and shall comprise:-

- 12.5.1.1 Ten (10) weeks notice of termination or payment of total weekly salary in lieu thereof.

- 12.5.1.2 A severance payment of three (3) weeks of total weekly salary for each complete year of continuous service in Local Government within South Australia. Provided however that the total maximum calculated entitlement under this sub-clause shall be 104 weeks.
- 12.5.1.3 An amount of up to 10% of the employee's annual salary will be reimbursed by Council to assist the employee to gain other employment. This may include the provision by an external organisation by such things as education and training fees, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee. Access to this 10% shall apply only until the employee commences other employment, or for a period of 12 months from the date of separation, whichever is the sooner.
- 12.5.1.4 The minimum entitlement for severance for any employee will be ten weeks.
- 12.5.1.5 Pro-rata long service leave will be paid whether seven years of service has been attained or not.
- 12.5.1.6 Where an employee who has accepted an offer of a VSP dies before separating 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 to the employee's estate (e.g. Long Service Leave).
- 12.5.1.7 Sick leave entitlements will be paid out upon termination as part of the separation package.

CLAUSE 13 TRAINING and WORK HOURS –GENERAL STATEMENT

- 13.1 The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation. Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study.
- 13.1.1 Out of hours training for employees may be required on an occasional basis. Such training will be restricted to training which cannot reasonably be held during normal working hours and will be held at a time mutually agreed. Payment for training outside of normal hours will be paid at the normal hourly rate or, if the employee chooses, to be taken as time in lieu on an hour for hour basis, except employees who have private use of a motor vehicle in lieu of overtime.
- 13.2 Study Leave
- 13.2.1 Study leave may be granted at the discretion of the CEO to an employee where the proposed course of study will directly benefit the employee in

the performance of their present position or in developing their career path. Subject to the approval of the CEO, an employee may either:-

Take up to 5 hours paid study leave per week, provided that where practicable the employee undertakes equal course time in his or her own time.

Or

Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees on producing written evidence of successful completion of the course or semester and expenditure incurred. For this option the costs of the course are to be agreed before the course is undertaken.

13.2.2 The number of employees permitted study leave at the same time within a particular work section shall be based upon the size and requirements of the section. Where restrictions apply employees concerned shall be consulted relating to the granting of study leave.

13.2.3 Where an employee is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.

13.3 Part Time Employees:-

13.3.1 Part time employees will have agreed hours of work, however, by mutual agreement, these hours may be varied from time to time to provide the flexibility to address changing operational needs.

13.3.2 Subject to suitability existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.

13.4 Flexible Hours:-

13.4.1 The ordinary hours of work shall be 152 hours to be worked over 19 days of a four week period between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding Public Holidays.

13.4.2 The normal working hours of employees shall be 8 hours per day between the hours of 8.30 am and 5.00 pm, with a minimum of 30 minutes for lunch to be taken between the hours of 12 noon and 2.00 pm.

13.4.3 By mutual agreement, and to take account of specific circumstances such as seasonal work periods or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to (excluding Bute Post Office):-

13.4.3.1 Change the starting or finishing time, provided that the 8 hour day is worked between the hours of 7.30 am and 7.30 pm on

Monday to Friday, excluding Public Holidays, without attracting penalty rates.

13.4.3.2 Increase the number of hours worked, provided that no more than 10 hours is worked in any one day and all time is worked between the hours of 7.30 am and 7.30 pm Monday to Friday, excluding public holidays, without attracting penalty rates.

13.4.4 To meet exceptional circumstances, an employee may seek to operate a flexible time arrangement outside of the hours prescribed in Clause 13.4.2 above. Where this occurs it will be recorded and such record to be made available to the Union upon request.

13.4.5 Where an employee works additional time in accordance with this Clause such time shall be taken off at a mutually agreed time, provided such leave must be granted and taken within five months from the date of accrual unless otherwise mutually agreed. If, because of organisational constraints, time-off cannot be taken within the five months, accrued time shall be paid at time and a half. Provided, however, an employer may direct an employee to take time accrued within five months of the time of the leave falling due.

13.4.6 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

13.5 Fixed Term Contract:-

13.5.1 Fixed Contracts may be offered to new employees under the following circumstances:-

13.5.1.1 To undertake a specific project of limited duration or;

13.5.1.2 Work of a limited duration or;

13.5.1.3 Where employment is being facilitated by funding from an external source or;

13.5.1.4 Where the employee is classified Level 6 or above or under the Senior Officers Stream and forms part of the management team. 13.5.2 The nature of the employment, including the period of engagement shall be the subject of written agreement between the employer and the employee.

13.6 9 Day Fortnight

13.6.1 To meet exceptional circumstances an employee may apply in writing to the CEO to work a 9 day fortnight. The application should clearly specify the basis upon which the application is made. Provided however that any such approval by the CEO remains solely at his/her discretion.

13.6.2 The arrangement for the working of any 9 day fortnight approved will be developed and offered by the CEO, and reviewed on a regular basis.

13.7 Call Outs 13.7.1 The parties agree that call outs will be paid at the Award penalty divisor, however time worked only will be paid.

CLAUSE 14 CORPORATE WARDROBE

14.1 All employees agree to abide by the employer's requirements for the wearing of its corporate wardrobe.

14.2 Council shall provide a reimbursement of up to \$500 for each full time permanent employee, and each part-time employee pro-rata of standard hours, for renewal of such corporate wardrobe on proof of purchase each financial year. New employees will be eligible for such reimbursement upon completion of probationary period.

14.3 If the corporate wardrobe allowance is not spent in the financial year any unused amounts will not be accumulative in the following years.

14.4 Corporate wardrobe will be determined by Council Policy.

CLAUSE 15 PERSONAL/CARER'S/COMPASSIONATE LEAVE

Carer's Leave

15.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to one years leave without pay to care for an immediate family member subject to the following conditions:-

15.2 The employee must be the primary care-giver for the person concerned.

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

15.2.2 The term 'immediate family' includes a spouse, a defacto spouse, a child or an adult child (including an adopted child, a step child, or an ex nuptial child), parent, grandparent, grandchild, or sibling of the employee.

15.3 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 length of absence.

15.4 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.

15.5 Absence on 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 Award or Agreement.

15.6 An employee on carer's leave for up to three months is entitled to the position that he or she held immediately before proceeding on carer's leave.

- 15.87 An employee, upon returning to work after carer's leave of more than three months duration, shall be entitled to a position at the same classification.
- 15.8 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond one year.
- 15.9 Carer's leave may be taken immediately following a period of Parental Leave (where applicable.) In these instances the combined period of leave shall not extend beyond two years.
- 15.10 Carer's leave shall not be taken 'back to back' with professional development leave.
- 15.11 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Award.
- 15.12 The CEO will take fully into account the impacts on service, efficiency and operational effectiveness prior to approving any application for special leave.

Sick leave

- 15.13 Subject to the following conditions an employee may access his or her sick leave entitlement for reasons of urgent domestic or personal need:-
- 15.13.1 There shall be no change to the sick leave entitlement for full-time employees nor any change to the accrual of unused sick leave from year to year.
- 15.13.2 An employee may be permitted up to five (5) days per annum (which does not accrue from year to year) from his or her sick leave entitlement for urgent family or personal needs. (If preferred, however, an employee may access any accrued leave.)
- 15.13.3 Wherever possible leave under this clause hereof shall be sought and approved prior to the actual taking of the leave. When this is not possible, the employee will notify the relevant Supervisor or his or her absence as soon as practicable.
- 15.13.4 A medical certificate or other reasonable evidence may be required to be provided to the Chief Executive Officer (to qualify for payment for the absence) in respect of sick leave or family or personal leave in accordance with the Award.
- 15.14 Nothing contained in this Clause shall have the effect of reducing the entitlement provided for the Award 'Family Leave', and nothing in this clause prevents the Chief Executive Officer from granting special or annual leave for an employee in circumstances of exceptional need.

Compassionate leave

- 15.15. An employee is entitled, on reasonable notice, to the following days paid compassionate leave per occasion in the following circumstances:

1) As bereavement upon the death of an immediate family or household member within the State of South Australia – two (2) days;

2) As bereavement upon the death of an immediate family or household member outside of the State of South Australia – three (3) days.

15.16 An employee may be asked by Chief Executive Officer to furnish proof of the death to which the bereavement leave of absence relates to.

CLAUSE 16 PROFESSIONAL DEVELOPMENT LEAVE

16.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) up to one years leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having three years continuous service with the Council at the time of commencing the leave.

16.2 Council will consider all applications on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to Council.

16.3 Absence on professional 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 Award or Agreement.

16.4 An employee on professional development leave for up to three months is entitled to return to the position they held immediately before proceeding on professional development leave.

16.5 An employee, upon returning to work after professional development leave of not less than three months duration shall be entitled to a position at the same classification level.

16.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Award.

16.7 An employee must have completed a reasonable period of service between periods of leave. This will be influenced by the length of approved leave previously taken.

CLAUSE 17 LEAVE WITHOUT PAY

17.1 Employees who make application may be granted (by the Chief Executive officer or his/her delegate) leave without pay where they do not have a current accrued entitlement to paid leave, subject to the following conditions;

17.1.1 It is a requirement before leave without pay is approved that all other accrued annual leave and long service leave entitlements and, where applicable, personal leave (sick/ carer's) entitlements are taken by the employee before applying for a period of leave without pay.

- 17.1.2 Except in the case of unpaid carer's leave, employees need to have at least 12 months' continuous service with the Employer before leave without pay will be considered for approval.
- 17.1.3 During any period of leave without pay, employees do not accrue entitlements to annual leave, personal leave or long service leave, subject to the provisions of the relevant industrial instrument or legislative provision.
- 17.1.4 The period of leave without pay does not break the employee's continuity of service; however, their anniversary date is adjusted to take into account the period of leave without pay taken.

CLAUSE 18 ANNUAL AND LONG SERVICE LEAVE

- 18.1 Where an employee's contracted weekly hours or classification are reduced the number of hours of annual and long service leave accrued from their commencement date shall be preserved.
- 18.2 Upon application and following consideration of the needs of the organisation, staff may be granted long service leave following 7 years service.
- 18.3 The taking of Long Service Leave shall be in accordance with the provisions of the Long Service Leave Act 1987 and Annual Leave shall be taken in accordance with the relevant provisions of the Award.

18.6 TOIL

- 18.6.1 Employees shall be permitted to accumulate Time Off in Lieu (TOIL) for those hours worked, as approved by the Chief Executive Officer, prior to commencement of work.
- 18.6.2 All TOIL hours accumulated will be calculated on an hour for hour basis.
- 18.6.3 TOIL can be accrued to a maximum of 24 hours. TOIL must be taken by 30 June each year unless the Chief Executive Officer authorizes it to be carried forward.
- 18.6.4 TOIL leave may be granted at a time mutually agreed between the employee and their direct line Manager or Chief Executive Officer. If the time cannot subsequently be granted at the mutually agreed time, the employee will renegotiate another mutually agreed time.
- 18.6.5 TOIL accrued in accordance with this clause will be paid out on termination of employment, up to 24 hours, at the standard hourly rate applicable for the employee at the time of termination.

CLAUSE 19 GRIEVANCE/DISPUTE RESOLUTION PROCEDURE

- 19.1 In the event of a dispute between the Council and an employee or employees concerning any aspect of work, the following procedure shall apply:-

- 19.1.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- 19.1.2 Employee(s) will in the first instance seek to resolve any dispute with the relevant supervisor. If the employee wishes, he or she may involve a workplace representative in attempting to resolve the dispute. Conversely, supervisors should seek to resolve any dispute with the employees concerned.
- 19.1.3 If the matter is not resolved at this stage, the employee (and the workplace representative, if desired) may refer the matter to the Chief Executive Officer. The employee may involve the Union Industrial Officer at this stage.
- 19.1.4 The above process should be completed within fourteen (14) days of the issue first being raised.
- 19.1.5 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.
- 19.1.6 Nothing contained in this Clause shall prevent a Union Industrial Officer from either representing its members or raising matters directly with management at any stage of the grievance procedure.

19.2 Enterprise Bargaining Agreement Dispute Resolution:-

- 19.2.1 In the event of any problems arising from the implementation of matters contained in this Agreement, Employee Representatives of the Enterprise Bargaining Committee shall discuss the matter with the view to adopting an appropriate course of action to resolve the matter.
- 19.2.2 Should such discussion fail to reach a satisfactory resolution, the matter shall be the subject of negotiation between the Management of the Council and the Union on behalf of its members employed by the Council.
- 19.2.3 In the absence of a satisfactory resolution to the matters in dispute, either party may seek assistance from the South Australian Industrial Relations Commission in a conciliation role and, if necessary, to arbitrate the dispute.

19.3 Council members' grievance against staff members:-

This clause provides a framework within which grievances by members of Council against Council staff can be fairly and quickly resolved. The intent at all times should be to resolve the grievance amicably and in the shortest possible timeframe. Staff and Member cooperation and morale will not be assisted if the policy is used in a frivolous and vexatious manner.

- 19.3.1 A Member of Council who has a grievance against a staff member shall record the grievance in writing and direct it to the Chief Executive Officer, providing complete details of the allegations and including evidence to substantiate the allegations.

- 19.3.2 The Chief Executive Officer shall cause a copy of the allegations made by the Member to be given to the employee concerned as soon as practicable, and the employee shall be informed that he/she may have representation from the staff member's Union official.
- 19.3.3 The Investigating Officer shall be the Chief Executive Officer or a senior Council officer appointed in consultation with the workplace representative or Union official. The Investigating Officer shall investigate the circumstances surrounding the grievance and shall hold a meeting with all parties in an attempt to resolve the grievance. A report will be forwarded to the Union and the CEO, including recommendations from the Investigating Officer.
- 19.3.4 The Investigating Officer shall make a clear decision on the substance of each allegation and give full consideration to the degree of seriousness of each allegation and the appropriate disciplinary action (if any) to be imposed.
- 19.3.5 A full and prompt notification shall be forwarded to the staff member concerned of the results of investigations and any decisions made.
- 19.3.6 Where the staff member is the Chief Executive Officer, substitute "Mayor" for Chief Executive Officer where appearing above, provided that a senior Council officer cannot be appointed to be the Investigating Officer of a complaint against the Chief Executive Officer.

CLAUSE 20 PERFORMANCE MANAGEMENT, DISCIPLINE AND DISMISSALS

- 20.1 The parties agree that management of performance will occur in the workplace through establishment of management systems of accountability including formal annual performance development and appraisal of individual employees.
- 20.2 From time to time managers and supervisors will consider individual poor performance to be of such concern that formal disciplinary procedures need to be implemented.
- 20.3 Prior to a decision been taken by Management to implement formal disciplinary procedures the poor performance will have been informally addressed with the employee and there has been little or no improvement in performance which has led to the formal disciplinary process being implemented.
- 20.4 The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified and represents a serious step for the employer to take in the management of individual performance.

20.5 The following procedure outlines steps for implementation of Formal Disciplinary Procedures:-

20.5.1 Step One - First Formal Warning:-

- 20.5.1.1 The employee will be notified of time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the employee has the right to representation.
- 20.5.1.2 At the Counselling meeting, the employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.
- 20.5.1.3 Employees should fully understand the seriousness of the situation and that the formal action may lead to termination of employment should performance not improve.
- 20.5.1.4 Strategies will be jointly developed to provide support and guidance to the employee which may involve a series of one to one meeting, training or any other methods that may assist the employee to redress the poor performance.
- 20.5.1.5 A date will be set for review.
- 20.5.1.6 Notes of the meeting will be kept and filed on employee's personnel file and the employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

20.5.2 Step Two - Review/Second Formal Warning:-

- 20.5.2.1 At the time of the review (as in 23.5.1.5 above) the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.
- 20.5.2.2 If some improvement in performance has been achieved the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- 20.5.2.3 Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.

20.5.2.4 The employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps which will need to be taken for performance to be improved.

20.5.2.5 Employees should fully understand the seriousness of the situation and that the formal action, should performance concerns not be redressed, will lead to termination of employment.

20.5.2.6 Once again strategies should be jointly developed to provide support and guidance to the employee to assist the employee to redress the poor performance.

20.5.2.7 A date will be set for review.

20.5.2.8 As previously, notes of the meeting will be kept and filed on employee's personal file and the employee will receive a letter confirming that a second formal warning has been issued. The letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.

20.5.3 Step Three - Review/Termination:-

20.5.3.1 As with stage two, the employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively remain on record for no more than 12 months.

20.5.3.2 Performance may have improved, however it is viewed that ongoing formal processes should be left in place and further review date established.

20.5.3.3 Should it be determined that performance has not improved and that termination of employment is warranted, then the employee will be made fully aware of the matters regarding performance which have led to the termination. Termination of employment will be confirmed in writing.

20.6 Summary Dismissal:-

20.6.1 The Council may summarily dismiss an employee for dereliction of duty or serious misconduct.

20.6.2 Where summary dismissal is given, the pre-dismissal procedures provided under this Clause shall not apply.

20.6.3 This Clause does not apply to probationary employees

CLAUSE 21 INCOME PROTECTION POLICY

Council will provide 24 hours accident and illness insurance for all employees as per the Personal Accident scheme administered by the Local Government Association

CLAUSE 22 SUPERANNUATION

- 22.1 The employer will pay employer superannuation contributions in respect of each employee into the fund nominated by each employee. Statewide Super (formerly Local Super) will be the default fund where employees do not advise a superannuation fund for receipt of contributions.
- 22.2 Choice of fund will apply from 1 January 2012 with all new employees to be provided with a standard choice form to enable them to select a fund in accordance with relevant legislation. For an employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super.
- 22.3 "Local Super" means the superannuation scheme established under the Local Government Act 1934 (SA) that continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**), and continues in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009 and as amended from time to time.
- 22.4 The amount of the employer superannuation contribution will be:
- 22.4.1 For each employee who is making "Salary link Contributions" to Local Super:
 - 22.4.2 3% of the employee's salary; and
 - 22.4.3 any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Local Super from time to time to finance the Salary link benefit for the employee; and
 - 22.4.4 any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- 22.5 "Salary link Contributions" has the meaning given to that term under the Trust Deed.
- a) For each other employee:
 - 22.5.1 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
 - 22.5.2 any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- 22.6 Salary sacrificing shall be available to Employees. An Employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.
- 22.6 The employee's salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

Clause 23 SALARY SACRIFICE – SUPERANNUATION

- 23.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme on behalf of the employee.

- 23.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of a the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee. Any Contributions Tax resulting form salary sacrifice or deemed contributions will be borne by the employee.
- 23.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Government Superannuation Scheme at any time during the life of this Agreement, consistent with the rules of the fund.
- 23.4 The employee shall advise the employer, in writing, that the agreed cash component is adequate for his/her ongoing living expenses.
- 23.5 The employees substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre – sacrificed salary.

CLAUSE 24 SALARY SACRIFICE – OTHER

- 24.1 Subject to the following conditions, an employee may elect to salary sacrifice up to 30% of their current gross salary.
- 24.2 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Assessment Act salary packaging can only be based on prospective income.
- 24.3 The application be accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 24.4 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements (including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).
- 24.5 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.
- 24.6 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.
- 24.7 The employees substantive salary for all purposes such as, but not limited to, Award and Enterprise Agreement entitlements including superannuation, leave and annual leave loading, penalties, separation package etc, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act 1986, shall be the pre- salary sacrificed salary.

CLAUSE 25 RECRUITMENT AND PROMOTION

- 25.1 Council will give preference to internal applicants in recruitment and promotion, however giving due regard for the position specifications and the existing skill set of the applicant
- 25.2 For positions at Level 5 and below, Council will advertise externally only when there are no successful internal applicants.
- 25.3 The Council's recruitment and selection policy and procedures shall include:-

Principles of Selection
Advertising of positions
Selection process
Selection panel

- 25.4 Before any position is advertised, a position description will be developed and the classification level assessed.
- 25.5 All positions shall be advertised internally in the first instance. The advertisement shall include the essential criteria for the position.
- 25.6 All internal applicants who meet the essential criteria shall be interviewed for the position.
- 25.7 Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 25.8 For positions at Level 6 and above, Council will advertise both internally and externally..

CLAUSE 26 CASUAL EMPLOYMENT

- 26.1 An employee engaged for a period of 800 hours or less in any year may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading in accordance with the Award.
- 26.2 Employees engaged for more than 800 hours shall be engaged as a fulltime or part-time employee, unless the Council and the ASU otherwise agree.

CLAUSE 27 RIGHT OF ENTRY

- 27.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purposes of ensuring observance of the terms and conditions of the Award and this Agreement, and appropriate notice is to be given to the employer before any such visit.
- 27.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in Sub-clause 1 above, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 27.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed the parties to this Agreement.

CLAUSE 28 TRADE UNION TRAINING LEAVE

- 28.1 Up to 2 employees per year shall be allowed leave with pay up to a maximum of five days per annum to attend trade union training courses conducted or approved by the ASU, providing that the Council is able to make adequate staffing arrangements during the period of such leave and that the course is in accordance with the principle of promoting better industrial relations within the Council.

28.2 No less than four weeks notice should be given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted. If available, at least two weeks prior to the course, the name of the presenter and syllabus for the course shall be advised in writing to the Council.

28.3 At any one time no more than one officer shall be on leave pursuant to this Clause, provided that approval may be sought for more than one employee to attend a training course at any one time if there is a substantial reason for such attendance.

CLAUSE 29 PAY INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows:-

29.1 From the commencement of the first pay period following 1 January 2017, employees will receive the following pay increases, taking effect in the first full pay period at the beginning of the calendar year:

2017	2.5% wage increase.
2018	2.5% wage increase
2019	2.5% wage increase

CLAUSE 30 NO FURTHER CLAIMS

30.1 The Union undertakes that for the life of this Agreement, there will be no further claims or salary increases, except as provided for under this Agreement.

30.2 This agreement shall not preclude salary increases granted by the State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such State Wage Case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining Agreements.

CLAUSE 31 SIGNATORIES

SIGNED for and on behalf of the District Council of Barunga West
on this 28 day of March 2017


.....

Witness 
.....

SIGNED for and on behalf of the Australian Services Union
on this 5th day of April 2017


.....
Joseph Scales
Branch Secretary

Witness 
.....

APPENDIX A

General Officers	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
Level	3.50%	2.50%	2.50%	2.50%
1A	41,558	42,597	43,662	44,753
1A	42,558	43,622	44,712	45,830
1A	43,954	45,053	46,179	47,334
1A	45,451	46,587	47,752	48,946
1	46,511	47,674	48,866	50,087
1	47,630	48,821	50,041	51,292
1	49,193	50,423	51,683	52,975
1	50,869	52,141	53,444	54,780
1	52,546	53,860	55,206	56,586
1	54,219	55,574	56,964	58,388
2	55,917	57,315	58,748	60,216
2	57,593	59,033	60,509	62,021
2	59,268	60,750	62,268	63,825
2	60,946	62,470	64,031	65,632
3	62,620	64,186	65,790	67,435
3	64,295	65,902	67,550	69,239
3	65,971	67,620	69,311	71,044
3	67,648	69,339	71,073	72,849
4	69,321	71,054	72,830	74,651
4	70,997	72,772	74,591	76,456
4	72,673	74,490	76,352	78,261
4	74,350	76,209	78,114	80,067
5	76,024	77,925	79,873	81,870
5	77,699	79,641	81,633	83,673
5	79,377	81,361	83,395	85,480
6	82,169	84,223	86,329	88,487
6	84,961	87,085	89,262	91,494
6	87,755	89,949	92,198	94,503
7	90,547	92,811	95,131	97,509
7	93,338	95,671	98,063	100,515
7	96,130	98,533	100,997	103,521
8	99,483	101,970	104,519	107,132
8	102,833	105,404	108,039	110,740
8	106,185	108,840	111,561	114,350

APPENDIX A (Cont.)

Senior Officers				
Level	1-Jan-16	1-Jan-17	1-Jan-18	1-Jan-19
	3.50%	2.50%	2.50%	2.50%
1	82,168	84,222	86,328	88,486
1	84,960	87,084	89,261	91,493
1	87,755	89,949	92,198	94,503
2	90,546	92,810	95,130	97,508
2	93,338	95,671	98,063	100,515
2	96,129	98,532	100,996	103,520
3	99,482	101,969	104,518	107,131
3	102,832	105,403	108,038	110,739
3	106,184	108,839	111,560	114,349
4	109,631	112,372	115,181	118,061
4	113,989	116,839	119,760	122,754
5	119,439	122,425	125,486	128,623
5	123,797	126,892	130,064	133,316
6	129,246	132,477	135,789	139,184
6	133,606	136,946	140,370	143,879

APPENDIX B – CLASSIFICATIONS

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVEL 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Activities Functions	Perform a range of clearly defined routine activities of a support nature	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are developed with input from officers	Perform a range of activities/functions of a less clearly defined and routine nature, and could include: <ul style="list-style-type: none"> - Operating within a specialised area - Operating as a member of a professional team
Complexity of Task Level of Autonomy	<p>Practical application of basic skills and techniques.</p> <p>Work outcomes will need to be closely monitored and readily attainable.</p> <p>Works under close direction with instruction and assistance always available.</p> <p>Works under direct supervision.</p>	<p>Practical application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could participate in establishing procedures for a minor function or works project.</p> <p>Work outcomes will need to be closely monitored and are clearly defined.</p> <p>Works under regular direction with instruction and assistance being readily available.</p> <p>Works under regular supervision</p>	<p>Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.</p> <p>Work outcomes are monitored and clearly defined.</p> <p>Works under direction with assistance being readily available.</p> <p>Works under supervision.</p> <p>Graduates receive instruction. Community Services Graduates initially appointed to the top of this level work under direct supervision.</p>	<p>Application of procedures, methods and guidelines which are well established.</p> <p>May set outcome/objectives for specific projects</p> <p>Works under general direction with assistance available from senior officers</p> <p>Works under general supervision.</p> <p>Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p>
Initiative and Judgement	Freedom to act is limited by standards and procedures	Limited scope to exercise judgement and initiative within clearly established procedures and practices	Freedom to act within standards and procedures however experienced officers may have sufficient freedom to exercise judgement and initiative in the performance of work.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVEL 4 TO 8)

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Perform a wide range of activities associated with program activities or service delivery and may perform activities of a complex nature which could include:</p> <ul style="list-style-type: none"> - A substantial component of supervision 	<p>Responsible for a range of functions within the section and/or department</p>	<p>Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:</p> <ul style="list-style-type: none"> - Working independently as specialists or - A senior member of a single discipline project area 	<p>Exercise managerial responsibility for various functions within the department and/or council and could include:</p> <ul style="list-style-type: none"> - Specialised functions - Operation as a specialist - Operation as a member of a specialised professional team - Working independently 	<p>Exercise managerial responsibility for a department/council 's relevant activity, and could include:</p> <ul style="list-style-type: none"> - Functions across a range of administrative, specialist or operational areas. - Operation as a senior specialist providing multi-functional advice to various departments or council.
<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction with assistance usually available.</p>	<p>Application of a high level of knowledge and skills and adheres to established work practices however, officers may be required to exercise initiative and judgement where practices are not clearly defined.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p>	<p>Application of high levels of knowledge and skills and establishes procedures and work practices, etc</p> <p>Sets outcomes for the work area of responsibility to achieve objectives of the department/Council.</p> <p>Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.</p>	<p>Application of high levels of knowledge and skills and established procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community.</p> <p>Set outcomes for the work area/section or function.</p> <p>Work under limited direction with guidance not always readily available within the organisation.</p>	<p>Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.</p> <p>Identification of current/future options and the development of strategies to achieve outcomes.</p> <p>Work under broad direction and formulate, implement, monitor and evaluate projects/programs or control organisational elements.</p> <p>Undertake duties on an innovative, novel or critical nature.</p>
<p>Exercise initiative and judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/skills where procedures are not clearly defined</p>	<p>Exercise initiative and judgement where procedures not clearly defined.</p>	<p>Responsibility for decision making in the particular work area, section/department/council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.</p>	<p>Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area</p>	<p>Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVEL 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Problem Solving	Assistance available when problems occur and solutions to problems may be found in established procedures	Solutions to problems may require the exercise of limited judgement with guidance to be found in procedures, precedents and/or guidelines.	Solutions to problems will require the exercise of limited judgement with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
Provision of Advice Support Assistance			May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.
Time Management and Organisational Skills	Responsible for the timeliness of own work.	Responsible for the timeliness of own work.	Managing time, planning and organising own work.	Managing and planning own work and that of subordinate staff and could include: <ul style="list-style-type: none"> - Plan and coordinate activities in the work area - Responsibility for various activities in a specialised area of the works program - A function within the work area

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVEL 4 TO 8)

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.
Provide specialist expertise/ advice in relevant discipline Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi-disciplinary advice	Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including: - A consultancy service - Specialist financial, technical, professional and/or administrative advice on policy including operational - Manage/administer complex policy
Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 (GENERAL RESPONSIBILITIES LEVEL 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
<p>General Responsibilities</p>	<p>Officers at this level have responsibilities which will/may include:</p> <p>Supervision of other staff is not a feature at this level however experienced officers may have a technical oversight of a minor works activity</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Performing tasks of a sensitive nature including the provision of more than routine information - Understanding of clear but complex rules 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Performing tasks of a sensitive nature including the provision of more than routine information - Understanding of clear but complex rules - Oversight and/or guidance of the work of a limited number of lower classified officers - Provision of assistance to lower classified officers concerning established procedures 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Establishing goals, objectives and outcomes for their own particular work program - Undertaking some complex operational work - Supervision - Dealing with formal disciplinary issues within the work area - Utilising a basic knowledge of the principles of human resource management - Assisting subordinate staff with on the job training

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 (GENERAL RESPONSIBILITIES LEVEL 4 TO 8)

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Duties of a specialised nature requiring the development of expertise over time or previous knowledge - Providing a reference, research and/or technical information service including the facility to understand and develop technology based systems - A substantial component of supervision or provide specialist expertise - Supervision of various functions within a work area or projects - Supervision of contractors 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Involvement in establishing section/department programs and procedures - Responsibility for a moderately complex project - A minor phase of a broader or more complex professional assignment - Specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer - Control of projects and/or programs - Assisting in the preparation/prepare department or section budgets - Supervision of section or in the case of small council, a department - Supervision of contractors - Setting priorities and monitor workflows in areas of responsibility - Establish the most appropriate operational methods for section/department - Setting outcomes for subordinate officers - Work may span more than one discipline 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Significant projects and/or functions - A range of duties within the work area, including problem definition, planning and the exercise of judgement - Management of significant projects and/or works programs and/or functions - Assisting with/prepare budgets - Control and co-ordination of a work area within budgetary constraints - Supervision/management responsibilities exercised within a multi-disciplinary or major single function/operation or work area - Implementation of effective human resource management - Supervision of contractors - Managerial control, including providing analysis/interpretation for either a major single discipline or multi discipline operation - Appreciation of the long term goals of council <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Responsibility for a significant work area - Development or work practices and procedures for various projects - Development and implementation of significant operational procedures - Reviewing operations to determine effectiveness - Develop appropriate methodology and apply proven techniques in providing specialised services - Prepare budget submissions for senior officers and/or council - Management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes - Decisions and actions taken at this level may have a significant effect on programs/project/work areas being managed - Good understanding of the long term goals of council - Manage a works program or work area of council - Undertake the control and co-ordination of a section, department and/or significant work area <p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - Involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives - Undertaking work of significant scope and/or complexity - Extensive projects/programs in accordance with department/corporate goals - Development, implementation and evaluation of goals - Management of a work area of council at a higher level of ability - Management of service delivery - Management of a department/section or operate as a senior specialist - Application of a high level of analytical skills to attain and satisfy council objectives - Little or no professional direction - Authority to implement and initiate change in area of responsibility <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 (SPECIFIC RESPONSIBILITIES LEVEL 1A TO 3)

Positions at the various levels may include some of the following specific responsibilities or those of a similar value.

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Where Prime Responsibility lies in a technical field	Participate with arranging a minor technical activity within established methods as part of the training process	Experienced officers may have technical oversight of minor works activities and could include: <ul style="list-style-type: none"> - Completion of field project according to instructions and established procedures - Trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation 	Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include: <ul style="list-style-type: none"> - Application of established practices and procedures - Responsibility for a minor project 	Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include: <ul style="list-style-type: none"> - Reviewing work done by subordinate officers
Where the Prime Responsibility is in the works area	Participate with arranging a minor works activity within established methods as part of the training process	Arrange a minor works activity within established methods as part of the training process	Responsible to operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/projects) and could include: <ul style="list-style-type: none"> - Supervision, planning and coordination of the activities of officers and day to day operations 	Exercise responsibility for works and determine objectives for the functions under control and could include: <ul style="list-style-type: none"> - A number of minor works within the total works program - Supervision of more than one component of the works program - Planning and coordination of minor works

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 (SPECIFIC RESPONSIBILITIES LEVEL 4 TO 8)

Positions at the various levels may include some of the following specific responsibilities or those of a similar value.

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Manage a child care centre of no more than 35 places and could include:</p> <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee - Develop, plan and supervise the implementation of educational developmental programs for children - Formulate and evaluate annual budgets in liaison with committee - Staff recruitment 	<p>Manage a child care centre of no more than 60 places and could include:</p> <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee - Develop, plan and supervise the implementation of educational and/or developmental programs for children - Formulate and evaluate annual budgets in liaison with committee - Staff recruitment 			
<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements including:</p> <ul style="list-style-type: none"> - Compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc - Site inspection - Advise on general planning procedures/requirements and development/land division applications, etc <p>Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including</p> <ul style="list-style-type: none"> - Building <u>or</u> health applications including liaison with clients - Plans, permits, applications, etc - Site inspection 	<p>Undertake duties in the disciplines of building <u>and</u> health</p>	<p>Supervision/management responsibilities exercised within a multi-discipline</p>		

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 (SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING - LEVEL 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Requirements of the Job	<p>A developing knowledge of the section/department function and operation</p> <p>Basic knowledge of clerical/administrative practices and procedures relevant to the work area</p> <p>No formal qualifications required at this level</p> <p>At this level, employers are expected to offer substantial on the job training</p>	<p>Basic skills in oral and written communication with clients and other members of the public</p> <p>Knowledge of established work practices and procedures relevant to the work area</p> <p>Knowledge of policies and regulations relating to the work area</p> <p>Understanding of clear but complex rules</p> <p>Understanding of basic computing concepts</p> <p>Application of techniques relevant to the work area</p> <p>Developing knowledge of statutory requirements relevant to the work area</p> <p>It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training OR Positions initially at this level will involve officers in extensive on the job training including familiarisation with the goals and objectives of the work section</p>	<p><i>Established</i> skills in oral and written communication with clients and other members of the public</p> <p>Knowledge of established work practices and procedures relevant to the work area</p> <p>Knowledge of policies and regulations relating to the work area</p> <p>Understanding of clear but complex rules</p> <p>Understanding of computing concepts</p> <p>Application of techniques relevant to the work area</p> <p>Knowledge of statutory requirements relevant to the work area</p> <p>No formal qualifications required OR Entry point for three year degree/associate diploma/appropriate certificate without experience OR Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required OR Appropriate on the job training and relevant</p>	<p>Thorough knowledge of work activities performed within the work area</p> <p>Sound knowledge of procedural/operational methods of the work area</p> <p>May utilise professional or specialised knowledge</p> <p>Ability to apply computing concepts</p> <p>Working knowledge of statutory requirements relevant to the work area</p> <p>Entry level for four year degree in the relevant discipline OR Entry level for three year degree plus graduate diploma in the relevant discipline OR Associate diploma with experience OR Three year degree plus 1 year professional experience in the relevant discipline OR Appropriate certificate with relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>

		Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.	experience	
Progression	Appointment level for officers who will be provided on the job training	Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate	<p>The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work</p> <p>Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service.</p>	<p>Three year degree holders shall progress to this level after completion of twelve months of service at the top of level 2</p> <p>Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work</p> <p>Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service</p> <p>Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 (SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING - LEVEL 4 TO 8)

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Knowledge or statutory requirements relevant to work area</p> <p>Knowledge of section procedures, policies and activities</p> <p>Sound discipline knowledge gained through previous experience, training or education</p> <p>Knowledge of the role of departments within council and/or service functions</p> <p>Specialists require an understanding of the underlying principles in the relevant disciplines</p> <p>Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience</p> <p>OR</p> <p>Associate diploma with relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with substantial year of relevant experience</p> <p>OR</p> <p>Attained through previous appointments,</p>	<p>Knowledge of departmental programs, policies and activities</p> <p>Sound discipline knowledge gained through experience</p> <p>Knowledge of the role of council's structure and service</p> <p>Relevant degree with relevant experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Qualifications in more than one discipline</p> <p>OR</p> <p>Less formal qualifications with specialised skills sufficient to perform at this level</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</p>	<p>Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or in a major single function operation</p> <p>Discipline knowledge gained through experience, training or education</p> <p>Appreciation of the long term goals of the organisation</p> <p>Detailed knowledge of program activities and work practices relevant to the work area</p> <p>Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department</p> <p>Comprehensive knowledge of statutory requirement relevant to the discipline</p> <p>Degree with substantial experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Lesser formal qualification with a combination of experience, expertise and competence sufficient to perform the duties required at this level</p>	<p>Comprehensive knowledge of council policies and procedures</p> <p>Application of a high level of discipline knowledge</p> <p>Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties required at this level</p>	<p>Detailed knowledge of council policy, programs and the procedures and practices</p> <p>High level of discipline knowledge</p> <p>Detailed knowledge of statutory requirements</p> <p>Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise (could be acquired through further qualifications in field of expertise or in management)</p> <p>OR</p> <p>Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties of the position.</p>

<p>service and/or study an equivalent level of expertise and experience to undertake the range of activities required</p>				
<p>Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service</p>	<p>Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.</p>		<p>Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.</p>	

SENIOR OFFICERS CLASSIFICATION CRITERIA – Bands 1 & 2

Positions classified in the Bands are characterised by some of the following inputs or those of a similar nature

	BAND 1	BAND 2
FUNCTION	<ul style="list-style-type: none"> - Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations - Provide detailed administrative support to a particular program, activity or function - Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations 	<ul style="list-style-type: none"> - Manage a substantial work area at senior administrative or professional levels and would generally report to a more senior officer, but in some cases may report directly to the CEO - Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas - Contribute to the development and implementation of corporate strategies or policy initiatives
ADVICE	<ul style="list-style-type: none"> - Provide expertise and/or policy advice, including technical/professional advice across a range of programs or activities undertaken by the organisation - Formulation of technical and/or policy advice on issues of significant importance to Council 	<ul style="list-style-type: none"> - Provide significant specialist advice on departmental programs or functions - Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field.
SKILLS, KNOWLEDGE, EXPERIENCE	<ul style="list-style-type: none"> - Extensive experience in the field related to the operation of the work area - Analytical and conceptual skills to resolve issues relevant to the work area - Awareness of organisational operations as they relate to policy - Detailed knowledge of financial program management techniques related to the work area - Management skills and abilities necessary to undertake the allocation and monitoring of resources - Sound human resource management skills 	<ul style="list-style-type: none"> - Ability to implement financial/program management techniques relevant to the work area - Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies - Sound human resource management skills - Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives
JUDGEMENT	<ul style="list-style-type: none"> - Decisions taken or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located 	<ul style="list-style-type: none"> - Exercise independent judgement in the resolution of complex problems or issues relevant to the work area
AUTHORITY AND ACCOUNTABILITY	<ul style="list-style-type: none"> - Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs - Positions at this level may have independence of action within the constraints of Council objectives or corporate goals 	<ul style="list-style-type: none"> - Officers at this level have the authority to determine methods and procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs - May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of Council goals and objectives - Accountable for the achievement of work area goals and objectives
ORGANISATIONAL RELATIONSHIPS	<ul style="list-style-type: none"> - Manage a team/small department - May be a specialist responsible for a major function which is of significant importance to Council - Report to a more senior officer or the CEO 	<ul style="list-style-type: none"> - Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department - Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area - Report to a more senior officer or the CEO

SENIOR OFFICERS CLASSIFICATION CRITERIA – Bands 3 & 4

Positions classified in the Bands are characterised by some of the following inputs or those of a similar nature

	BAND 3	BAND 4
FUNCTION	<ul style="list-style-type: none"> - Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department - Contribute to the development of corporate goals and program objectives which are of strategic importance to Council - Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies 	<ul style="list-style-type: none"> - Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination and usually significant responsibilities for human, financial and technical resources - Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities - Determine and revise associated strategic plans and objectives - Provide the primary and major source of knowledge and advice to CEO and/or Council on the Department's operation for which they have responsibility - Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole
ADVICE	<ul style="list-style-type: none"> - Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole - Provide authoritative "technical" or policy advice to Directors, CEO and/or Council 	<ul style="list-style-type: none"> - Provide advice critical to the operation of Council - Provide expert policy and strategic advice to the CEO and/or Council - Provide technical innovative and professional advice which would influence the work of a major function and/or the organisations operations
SKILLS, KNOWLEDGE, EXPERIENCE	<ul style="list-style-type: none"> - High level of management skills and abilities necessary to direct and monitor significant resources - Liaison and communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation with clients or other organisations, often to finality - The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area - Detailed knowledge in a range of different subject matters - Thorough knowledge and experience in a complex management and/or professional field. 	<ul style="list-style-type: none"> - High levels of adaptability and flexibility - Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches - A high degree of originality and analytical and conceptual skills in the resolution of particularly complex "technical" or policy issues - The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements
JUDGEMENT	<ul style="list-style-type: none"> - Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results - Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans - Decisions will impact on such things as program activities or function allocations or commitment of resources 	<ul style="list-style-type: none"> - Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations - High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues - Devise innovative solutions to complex policy or operational problems where guidelines are lacking

	<ul style="list-style-type: none"> - At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues 	
AUTHORITY AND ACCOUNTABILITY	<ul style="list-style-type: none"> - Delegated authority to determine work plans and schedules to implement the goals and objectives of programs, within a department or in some instances across the organisation - Influence aspects of program or policy issues which have strategic importance - Responsibility and accountability for human, financial and technical resources under their control - Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible - Responsibility for developing policies 	<ul style="list-style-type: none"> - Broad guidance on policy and strategic direction - Major influence on problems or policy issues - Authority to determine resource needs and allocate resources and direct accountability for their effective uses - Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/efficiency of overall program
ORGANISATIONAL RELATIONSHIPS	<ul style="list-style-type: none"> - In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO or report to the CEO - Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior officer - Direction over sub-ordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area - May report direct to the CEO 	<ul style="list-style-type: none"> - Operate with high degree of independence in the execution and adaption of work plans - May exercise major delegated authority from Council or CEO - Will report direct to CEO