

**DISTRICT COUNCIL OF
YORKE PENINSULA
MUNICIPAL OFFICERS
ENTERPRISE AGREEMENT
NUMBER 2, 2010**

File No. 4940 of 2010

This Agreement shall come into force on and from 26 October 2010 and have a life extending until 30 June 2013.

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



DATED 26 OCTOBER 2010.

COMMISSION MEMBER



**THE DISTRICT COUNCIL OF YORKE
PENINSULA
MUNICIPAL OFFICERS
ENTERPRISE AGREEMENT
NUMBER 2, 2010**



1.1 AGREEMENT TITLE

This Agreement shall be known as the District Council of Yorke Peninsula Municipal Officers Enterprise Agreement No 2, 2010

2 ARRANGEMENT

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3 ANTI-DISCRIMINATION

- 3.1 It is the intention of the parties to this Agreement to achieve harmony through respecting and valuing 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.
- 3.2 Accordingly, in fulfilling their obligations under the dispute settling procedure clause, clause 14, Council must make every endeavour to ensure that neither the Agreement provision nor their operation are directly or indirectly discriminatory in their effects.
- 3.3 Nothing in this clause is to be taken to affect:
- 3.3(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 3.3(b) an employee, employer or registered organisation, pursuing matters of discrimination in South Australian or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

4 DEFINITIONS

- 4.1 **Act** shall mean the *Fair Work Act 1994 (SA)*, as amended.
- 4.2 **Agreement** shall mean District Council of Yorke Peninsula Municipal Officers Enterprise Agreement No 2, 2010
- 4.3 **Award** shall mean the South Australian Municipal Salaried Officers Award.
- 4.4 **Consultation** is the process that will have regard to the employer's and employees' interests in the formulation of plans, which have a direct impact upon them. It provides the employer and employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 4.5 **Council** shall mean the District Council of Yorke Peninsula.
- 4.6 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Agreement.
- 4.7 **Employer** shall mean the District Council of Yorke Peninsula.
- 4.8 **Family** shall include any person who relies on the employee as a primary care giver.
- 4.9 **Immediate Family** shall include:
- (a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
- (b) 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 or spouse of the employee.
- 4.10 **Ordinary Span of Hours** shall mean the hours of work paid at the ordinary hourly rate and not attracting any penalty.
- 4.11 **Salary/Remuneration** shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.
- 4.12 **Significant Change** includes major changes in the composition, operation or size of the employer's workforce or in the skills required; the alteration of hours of work, the need for

retraining or transfer of officers to other work or locations and the restructuring of jobs (whereby minor changes to position descriptions may not constitute significant change as defined herein), provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.13 Union shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union, (ASU).

4.14 Workplace Representative shall mean an employee who has been appointed to effectively represent the interests of fellow employees at the workplace.

4.15 Trainee shall mean an individual who is a signatory to a training agreement registered with the relevant State Training Authority and is involved in paid work and structured training which may be on or off the job.

5 DATE AND PERIOD OF OPERATION

This Agreement shall commence from the date it is approved by the Industrial Relations Commission of South Australia and shall remain in force until 30 June 2013.

6 PARTIES BOUND

6.1 This Agreement will be binding on:

6.1.1 The District Council of Yorke Peninsula;

6.1.2 The Australian Services Union;

6.1.3 All employees of the District Council of Yorke Peninsula who are covered by the terms and conditions of the South Australian Municipal Salaried Officers Award, or any successor Award.

6.2 Employees that are now employed by Council but are auspiced to other organizations, viz. Yorke Peninsula Community Transport & Services Inc., Progress Committees, Leisure Options and Tourism and Indigenous bodies shall not be entitled to the benefits outlined in of the following clauses, but shall refer to the Schedule 5 (where applicable) in lieu:

- 29 Corporate Wardrobe
- 30 Travel
- 31 Drivers Licence
- 32 Professional Subscriptions
- 47 Study Leave
- 60 Training

6.3 Employees that are now employed by Council within the Community Libraries shall not be entitled to the benefits outlined in clause 6.2 or the following clause, but shall refer to the Schedule 5 (where applicable) in lieu:

- 35 Overtime

7 RELATIONSHIP TO AWARD AND CERTIFIED AGREEMENTS.

7.1 This Agreement supersedes all previous District Council of Yorke Peninsula Municipal Officers Agreements.

7.2 This Agreement shall be read in-conjunction with the Award but shall prevail to the extent of any inconsistency.

8 AIMS / OBJECTIVES

- 8.1** To encourage maintain and develop a high level of skill, innovation and excellence amongst employees of the District Council of Yorke Peninsula through the provision of training and skills improvement programs.
- 8.2** To ensure strict adherence to this Agreement, and all other statutory provisions.
- 8.3** To enhance careers and benefits for employees.
- 8.4** To develop an environment where all parties are involved in decision-making processes.
- 8.5** To provide for improved wages and conditions for employees.
- 8.6** To recognise the commitment of employees and past productivity and efficiency improvements.
- 8.7** To recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 8.8** To increase the efficiency and scope of service delivery to the community.

9 EMPLOYEE RELATIONS

- 9.1** All parties recognise:
 - 9.1.1 the need to build relationships based on care, trust, mutual respect and empathy.
 - 9.1.2 that participation of all parties in decision-making processes is an essential ingredient of a productive workplace and satisfied workforce.
 - 9.1.3 the legitimacy of employees pursuing their industrial rights without victimisation, discrimination or disadvantage.
- 9.2** Council recognizes both:
 - 9.2.1 the importance of providing sound and fair personnel management; and
 - 9.2.2 encouraging professional development of staff to benefit the Council as a whole, and thereby agrees to honour its commitment to the provision of a quality human resource service.

10 INDUSTRIAL ACTION

The Union and employees agree not to engage in industrial action in relation to (and during the term of) this Agreement provided that the Council continues to abide by the terms of this Agreement.

11 CONSULTATION

- 11.1** Good human resource management and efficient service delivery in all areas of Council's operations requires effective and ongoing communication and consultation between staff in different departments and between staff and elected members.
- 11.2** To ensure good communications are developed and maintained, Council will undertake, in consultation with employees, the development of a communication strategy to ensure honest and open disclosure, accessibility and participation at all levels of the organisation and prompt dissemination of all information.
- 11.3** As part of the consultative process, the Chief Executive Officer will:
 - 11.3.1 Hold regular staff meetings at each office.
 - 11.3.2 Contribute a column in regular staff newsletters.
- 11.4** The Enterprise Agreement Committee will monitor and review communications strategy.

12 CHANGE MANAGEMENT

- 12.1** The parties recognise that the appropriate management of change is essential.
- 12.2** The Council is committed to open and honest and objective consultation with employees and, where requested by an employee or employees, their Union and/or their workplace representative. Any proposed significant change/s will be subject to consultation with affected employees and, where requested by an employee or employees, their Union and/or their workplace representative prior to a decision being made.
- 12.3** Employees and/or, where requested by an employee or employees, their nominated workplace representative directly affected by management's plans will be consulted regarding these plans and their implementation.
- 12.4** Consultation will include both verbal and written communication. The Council shall provide in writing to the affected employees and their Union and/or their workplace representative all relevant information concerning the proposed change, including the expected effects on affected employees. Those employees and, where requested by an employee or employees, the Union and/or their workplace representative's input through consultation will be genuinely considered before finalising plans and implementation.

13 CONTINUOUS IMPROVEMENT

- 13.1** The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 13.2** All parties will co-operate with the Enterprise Agreement Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 13.3** The Enterprise Agreement Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 13.4** It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plant or equipment, this will be provided at the earliest opportunity.
- 13.5** The Enterprise Agreement Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 13.6** Where any potential improvements are identified, they are to be discussed with relevant staff prior to implementation.
- 13.7** Once agreed, all improvements are to be documented by the Enterprise Agreement Committee and taken into account in the next round of Enterprise Agreement negotiations.

14 ENTERPRISE AGREEMENT COMMITTEE

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Enterprise Agreement Committee.

- 14.1** The Enterprise Agreement Committee shall consist of:
 - 14.1.1** A minimum of two and up to four employer representatives employed and/or elected by the District Council of Yorke Peninsula.
 - 14.1.2** A minimum of two and up to four workplace representatives elected by employees of the District Council of Yorke Peninsula, who are employed pursuant to the Agreement.

- 14.1.3 The number of employer and workplace representatives appointed pursuant to 14.1.1 and 14.1.2 shall provide for equal representation of both parties.
- 14.2 The role of the Enterprise Agreement Committee shall be:
 - 14.2.1 To reach decisions by consensus. All decisions will operate as recommendations.
 - 14.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 14.2.3 To provide a forum for information flow between the employer and employees.

15 UNION WORKPLACE REPRESENTATIVES

- 15.1 Upon written advice from the Union Branch Secretary that up to four members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes;
 - 15.1.1 Discussion with other Union members and/or potential Union members of any matter pertaining to the work they perform and work related issues;
 - 15.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
 - 15.1.3 Receiving of instructions from the Union regarding performance of Union duties.
- 15.2 For the purpose of carrying out the functions under clause 15.1, Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matter raised by members affecting their employment at that establishment.
- 15.3 To assist the Union Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Union 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.
- 15.4 Employees have the right to nominate an ASU Industrial Officer or delegate or another person as their Bargaining Agent when formulating a new Agreement.
- 15.5 The Council has the right to nominate a Local Government Association Industrial Officer or delegate or another person if required when formulating a new Agreement.

16 DISPUTE / CONFLICT RESOLUTION PROCEDURE

In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply (where reference to “the parties” in this clause is taken to be the employer and employee as parties to the dispute):-

- 16.1 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 16.2 Employee(s) will in the first instance, seek to resolve any dispute with the relevant Supervisor. Conversely, Supervisors should seek to resolve any dispute with the Employee(s) concerned.
- 16.3 If the matter is not resolved at this stage, the parties may place the matter before the Departmental Director, who shall attempt to resolve the dispute.

- 16.4 If the matter is not resolved at this stage, either party may refer the matter to the Chief Executive Officer.
- 16.5 If the matter is not resolved, then it may be referred to the Industrial Relations Commission of South Australia for conciliation and/or arbitration.
- 16.6 Nothing contained in this Clause shall prevent the employee(s) from representation or contacting their workplace representative at any stage or from the union raising a dispute directly with the employer and utilising the SA Industrial Relations Commission for conciliation and or arbitration if the matter is not resolved.

17 RIGHT OF ENTRY

Subject to a 24-hour notice period to at least one member of the Senior Management Team:

- 17.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purpose of ensuring observance of the terms and conditions of this Agreement.
- 17.2 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 clause 15.1, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 17.3 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 by the parties to this Agreement.

18 AGREEMENT ACCESS

The employer shall provide a current copy of this Agreement in an accessible place for the perusal by employees in respect to salaries, classification criteria and conditions of service relating to their employment.

19 EMPLOYMENT CATEGORIES

19.1. APPOINTMENT, PROBATION AND PROMOTION

19.1.1 Process

The Council shall ensure that recruitment and selection is equitable and fair and based on:

- Merit
- Award
- Legislative requirements
- EEO considerations
- Good Human Resource Management practices

19.1.2 Procedures

The Council's Recruitment and Selection Policy and Procedures shall include:

- Principles of Selection
- Advertising of Vacancies
- Selection Process

- Selection Panel
- Role of Selection Panel
- Development of Position Descriptions

and will comply with the principles set out in this clause.

- 19.1.3** Before any position is advertised a job description will be developed and classification level assessed.
- 19.1.4** All permanent positions shall be simultaneously advertised both externally and internally of the Council. The application details shall include the essential criteria for the position.
- 19.1.5** Existing employees may, at the discretion of senior management, be provided with the opportunity to be seconded to a senior position to be advertised for an agreed period of time that shall be no longer than eighteen months.
- 19.1.6** All internal applicants who prima facie meet the essential criteria for the position shall be interviewed.
- 19.1.6.1 Notwithstanding the forgoing, at the discretion of the Selection Panel, and in consultation with the Chief Executive Officer, an appointment may be made without conducting an interview where there is only one appointable candidate who has clearly met the Selection Criteria.
- 19.1.7** Any internal applicant who is unsuccessful will receive feedback on request regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.
- 19.1.8** Where the selection process identifies that, while an internal applicant may not currently possess all the necessary skills to gain a position, potentially that staff member may achieve the required level of skills with mentoring and specific training the secondment process as outlined within Council policy may be utilised. Constructive training programs shall be identified within the first four weeks of the secondment and a nominated Senior Manager (or nominee) shall meet with the seconded employee no less than four weekly to discuss the role and any other issues or matters arising from performance of the duties associated with the position.
- 19.1.9** For recruitment purposes, all permanent full-time and part-time employees and any fixed-term contract employees of at least 0.50 time and employed for a continuous period of at least 3 months will be considered to be an internal applicant.
- 19.1.9.1 Any casual employee who has been employed for a minimum of 400 hours (i.e. average 15.4 hrs/week = 0.4) performed in a consistent pattern during the previous six month period shall be considered as an internal applicant for any position classified at General Officer Level 2 or below.
- 19.1.10** All employees shall be on probation for a term of three months from initial engagement with the employer.
- 19.1.10.1 At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 19.1.10.2 In the light of the assessment the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
- 19.1.10.3 In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

19.2 CASUAL EMPLOYMENT

- 19.2.1** An employee engaged for a period of 800 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading of twenty per cent, in addition to the appropriate ordinary time hourly rate prescribed under the Agreement for the normal duties involved.
- 19.2.2** The 20% loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 19.2.3** An employee, employed for more than 800 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. A written copy of any such mutual agreement shall be signed by the employer and employee.
- 19.2.4** A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under clause 6.1 of this Award. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the 20% loading.
- 19.2.5 Caring responsibilities**
- 19.2.5(i)** Subject to the evidentiary and notice requirements in 46.1(b) and 46.1(c) employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child, or upon the death in Australia of an immediate family or household member.
- 19.2.5(ii)** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 19.2.5(iii)** An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

19.3 PART-TIME EMPLOYMENT

- 19.3.1** Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 19.3.2** The maximum hours worked at ordinary time rates shall be 8 hours per day except as provided in 19.3.3.
- 19.3.3** A part-time employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside of the ordinary span of hours. Part time workers may work up to 38 hours per week at ordinary time rates.
- 19.3.4** The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short-term requirements of either party.
- 19.3.5** All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 19.3.6** Permanent part-time employees shall progress through the incremental steps in the classification levels of the Award following their anniversary date.

19.4 FIXED TERM EMPLOYMENT

- 19.4.1 The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- 19.4.2 The employer may engage an employee in circumstances other than those provided for in 16.4.1 where the employee agrees to employment for a fixed term.
- 19.4.3 A written agreement setting out the terms and conditions of the contract including the nature of the duties and the Agreement classification shall be signed by the employer and the employee.

19.5 DELETED

19.6 WORKERS ELIGIBLE FOR A SUPPORTED WAGE

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

- 1. **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability [as documented in ‘Supported Wage System: Guidelines and Assessment Process’].
- 2. **Accredited Assessor** means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual’s productive capacity within the Supported Wage System.
- 3. **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- 4. **Assessment Instrument** means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

19.6.1 Eligibility Criteria

Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

(This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers’ compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment).

19.6.2 Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity	Prescribed award rate	
10%*	10%*	Where a person’s assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.
20%	20%	
30%	30%	
40%	40%	

50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

19.6.3 Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- 19.6.3.1** the employer, in consultation with the employee or, if desired by any of these; or
- 19.6.3.2** the employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

19.6.4 Lodgement of Assessment Instrument

- 19.6.4.1** All assessment instruments under the conditions of this clause, including the appropriate percentage of the Agreement rate to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of South Australia.
- 19.6.4.2** All assessment instruments shall be agreed and signed by the parties to the assessment, and shall take effect unless an objection is notified to the Registrar within ten working days.

19.6.5 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

19.6.6 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro-rata basis.

19.6.7 Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

19.6.8 Trial Period

- 19.6.8.1** In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 19.6.8.2** During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
- 19.6.8.3** The minimum amount payable to the employee during the trial period shall be no less than that provided for by s6.9.3 of the award which, as at 1.10.2009 is \$71 per week.
- 19.6.8.4** Work trials should include induction or training as appropriate to the job being trialled.

19.6.8.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under clause 16.6.8.2.

20 FLEXIBLE EMPLOYMENT SCHEMES

20.1 The parties recognise the mutual benefits to Council and its employees, which are created by greater opportunities for job sharing and part time work as (where reference to “the parties” in this clause is taken to be the employer and employee as parties to the flexible employment scheme):

20.1.1 Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.

20.1.2 The Council will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.

20.2 The parties to this Agreement will support job sharing which is entered into by genuine mutual agreement.

20.3 All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Council will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the parties concerned.

20.4 Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

21 TERMINATION OF EMPLOYMENT

21.1 NOTICE OF TERMINATION BY EMPLOYER

21.1(a) In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 yr or less	1 week
Over 1 yr and up to the completion of 3 yrs	2 weeks
Over 3 yrs and up to the completion of 5 yrs	3 weeks
Over 5 yrs of completed service	4 weeks

21.1(b) In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week’s notice.

21.1(c) Where the express provisions of an employee’s employment provide for a longer period of notice than provided under 21.1(a) and (b) hereof, the longer period of notice shall apply.

21.1(d) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

21.1(e) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

- 21.1(f)** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies summary dismissal and in the case of casual employees, or employees engaged for a specific time or for a specific task or tasks.
- 21.1(g)** Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainee's services are retained have all service including the training period counted in determining entitlements.

21.2 NOTICE OF TERMINATION BY EMPLOYEE

Any employee, other than a casual employee, desiring to terminate his/her employment shall give to the employer two weeks notice of his/her intention to do so, or in lieu thereof the employee shall forfeit two weeks salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.

21.3 TIME OFF DURING NOTICE PERIOD

Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

22 EMPLOYMENT SECURITY

22.1 In the event of positions being discontinued as a result of organisational change by the Council, the following arrangement(s) shall apply in respect to the job security of employees:-

22.2 NO FORCED REDUNDANCIES

For the period of this Agreement there will be no forced redundancies of employees as a result of organisational change. Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council. Where a position is identified as redundant the employee may be redeployed in accordance with Clause 19.3 below.

22.3 REDEPLOYMENT OF COUNCIL EMPLOYEES

- 22.3.1** It is the primary aim of Council to redeploy employees into a position of equal classification and status as their pre-deployment position. Where this is not possible, the redeployment position must be within a remuneration level no less than one award level below that received by the employee in their discontinued position.
- 22.3.2** Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary.
- 22.3.3** Within the first six month period of commencing the redeployed position the employee may request the availability of a VSP as outlined in clause 22.4 below at the employee's pre-redeployment remuneration level.
- 22.3.4** Redeployment shall be in accordance with clause 22.5 hereof.
- 22.3.5** A redeployee will undertake temporary duties in the Council as directed by the Chief Executive Officer or in his absence the relevant Department Director in accordance with clause 22.5 hereof.

22.4 VOLUNTARY REDUNDANCIES AND VOLUNTARY SEPARATION PACKAGES

The payment of a VSP will be entirely at the discretion of Council. Where Council offers a separation package it will consist of:

- 22.4.1** equivalent of 10 weeks remuneration.

- 22.4.2** a redundancy payment at a rate of three weeks remuneration per completed year of continuous service with one or more of the four Councils forming the District Council of Yorke Peninsula and 25% of one week's remuneration per completed month of the remainder (to a maximum payment of two years remuneration which includes the above period of notice);
- 22.4.3** a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment will be made on a reimbursement basis; and
- 22.4.4** pro-rata Long Service Leave will be paid on completed years of service whether seven years of service has been attained or not.
- 22.4.5** Excluding 22.4.3, all of the above payments will be made upon the employee leaving the employ of the Council or as otherwise mutually agreed between the Council and the employee.

22.5 REDEPLOYMENT AND RETRAINING GUIDELINES

The Council shall endeavour to provide ongoing employment in accordance with the foregoing clauses of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council's employ.

- 22.5.1** The employee will be consulted, with the aim of reaching mutual agreement on the acceptability of a position to the individual prior to redeployment to that position.
- 22.5.2** To facilitate redeployment, employees will:
- (a) have assistance in the form of career counselling and the provision of financial advice as appropriate;
 - (b) be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the vacant position to the satisfaction of the Chief Executive Officer and it is reasonably consistent with their skills and interests;
 - (c) until permanent placement occurs, undertake temporary duties as directed by the Chief Executive Officer.
- 22.5.3** At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.
- 22.5.4** Notwithstanding the contents of these guidelines the Council, in conjunction with its established Recruitment & Selection Policy and Procedure, will endeavour to ensure that in all instances the person best suited for the job will be appointed.

23 JOB AND WORK RE-DESIGN

Any work re-design occurring shall be based on the following:

- 23.1** Work re-design shall be undertaken against a background of clearly stated and agreed objectives.
- 23.2** If performance measurement techniques are to be introduced they should be developed jointly by the parties.
- 23.3** Relevant training in work change techniques shall be offered to all employees.

24 CLASSIFICATION, RECLASSIFICATION AND RATES OF PAY

- 24.1** The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 6 of the Agreement and will include for salary purposes relevant prescribed allowances.
- 24.2** The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 24.3** In classifying an employee, the employer shall observe the procedure contained in Schedule 1 of this Agreement to apply the appropriate salary level. On initial appointment, the employer may

give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.

- 24.4** An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of 24.3 above.
- 24.5** Any request for a reclassification shall be examined and determined by the employer within three months of receipt of such application. Date of reclassification shall take effect from the date the employee lodged the application.
- 24.6** Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.
- 24.7** The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 24.8** Any member not satisfied with the determination may access the dispute resolution/grievance procedure.

25 SALARY INCREASES

25.1 The employer agrees to a flat wage increase of:

25.1.1 4.0% effective from the first full pay period commencing on 19/6/2010, and

25.1.2 4.0% effective from the first full pay period commencing on 18/6/2011, and

25.1.3 4.0% effective from the first full pay period commencing on 30/6/2012.

25.2 The union undertake that during the period of operation of the Agreement there shall be no further salary or wage increase sought, or granted, except for those provided under the terms of this Agreement.

26 PAYMENT OF WAGES

Payment of the wages of Council's employees shall be by means of direct transfer into a bank or other recognised financial institution of the employee's choice.

27 HIGHER DUTIES

27.1 An employee directed by the employer to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while he or she is performing such duties not less than:

27.1.1 the minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or

27.1.2 a salary rate commensurate with the value of the duties he or she is so directed to perform.

27.2 Provided that the employee directed to perform such duties shall perform them on the first occasion for a continuous period of five working days or more.

On subsequent occasions:

27.2.1 employees classified at Level 5 and above - five days.

27.2.2 employees classified below Level 5 - four days OR an aggregate of ten days in a calendar month.

- 27.2.3 Relief cashiers or positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay.
- 27.2.4 Notwithstanding the other provisions of this clause, an officer who performs higher duties as a Relief Cashier during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Relief Cashier, at the rate of a Cashier according to years of service in such Relief Cashier work.

28 ALLOWANCES

Allowances as provided for in this clause shall be taken to be varied from time to time to reflect the allowances provided for at any given time in the SA Municipal Salaried Officers Award, 1998 or its successor.

28.1 MEAL BREAKS AND MEAL ALLOWANCE

- 28.1.1 An employee required to work overtime for more than one hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- 28.1.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
 - 28.1.2.1 after three hours of continuous work if that period includes a recognised meal hour; or
 - 28.1.2.2 after four hours of continuous work in any other case; and
 - 28.1.2.3 to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- 28.1.3 When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance of \$17.10 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- 28.1.4 Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal an allowance of \$15.80 shall be paid.
- 28.1.5 Where attending Council business of any sort (including conferences, training or Seminars) outside of Council boundaries where meals are not provided; a meal allowance shall be provided to a maximum of the following, subject to the presentation of receipts:

Breakfast	\$12.00
Lunch	\$16.00
Dinner	\$23.00

28.2 MOTOR CAR ALLOWANCE

- 28.2.1 Where an employee is required by the employer to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance with clause 28.2.2 hereof for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24 km.

28.2.2 Where an employee is directed to use his/her motor car on or in connection with the business of Council, he/she shall be paid an allowance calculated at one of the rates set out in the schedule below:

Type of vehicle	Rate of allowance
an engine of 4 cylinders or less	81 cents per km
an engine of more than 4 cylinders or a rotary engine	89 cents per km
Motor Cycle	27 cents per km

28.2.3 Where an employee is directed to use his/her motor cycle on or in connection with the business of the employer, he/she shall be paid an allowance calculated at the rate of \$0.27 per kilometre, provided that in addition the provisions of 28.2.1 hereof shall apply.

28.2.4 Where an employee is required to attend Council meetings and does so attend outside his/her normal working hours and this necessitates use of his/her privately owned motor vehicle to travel directly from and to his/her home, he/she shall be paid an allowance at the rate prescribed under 28.2.2 hereof.

28.2.5 Subject to prior approval by the relevant manager, where an employee is required to use a car for legitimate Council business and no Council car is available they shall be entitled to a Vehicle Allowance equivalent to the rate prescribed under 28.2.2 hereof for use of their own vehicle.

28.3 TRAVELLING EXPENSES

All authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the employer.

28.4 TELEPHONE ALLOWANCE

An employee required by the employer to provide a telephone at his/her home to enable contact by the employer or the public shall be paid an allowance to pay the cost of installation, rental and all business calls.

29 CORPORATE WARDROBE

29.1 The wearing of the corporate uniform is compulsory and all employees agree to abide by Council's requirement for the wearing of its corporate uniform.

29.2 For the initial purchase of the Council uniform (summer/winter), Council shall pay up to \$600 per employee (whether full-time or part-time) upon the production of receipts, to establish the wardrobe, and \$300 per employee, per subsequent year to maintain the uniform, payable in the first pay in December. In conjunction with Council Policy PO019, 'Corporate Uniform', all employees provided with financial assistance to purchase a corporate uniform must wear it at all times, this includes at the workplace and when representing the Council.

29.3 Each newly appointed full-time or part-time permanent or long-term contract (1 year or greater) employee shall, on completion of a probationary period, receive the full subsidy of \$600 toward the cost of the corporate uniform and will abide by Council requirement for wearing of such uniform.

29.4 Only one initial payment of \$600 or subsequent payment of \$300 shall be paid in any one calendar year.

29.5 This clause does not include employees engaged on a casual basis, and persons employed on this basis are excluded from the compulsory wearing of Council's uniform and will not be considered for payment of the allowances detailed in clause 29.2 and 29.3.

29.6 Notwithstanding Clause 29.5 any casual employee employed for a period greater than 12 months and averaging at least 8 hours per fortnight during that time shall be eligible to receive the allowance specified in Clause 29.2 on a pro rata basis.

30 TRAVEL

30.1 Employees who are required to operate on a permanent basis from a new work location that is greater than the distance from their then residence to their previous work location shall be entitled, for a period of two years, as follows:

30.1.1 The employee(s) affected shall, either individually or as a group, negotiate with the Chief Executive Officer either a lump sum amount or a rate per kilometre payment for the distance travelled that is in excess of the distance previously travelled from their place of residence and their previous work location.

30.1.2 Consideration will be given to the actual extra travelling costs incurred by the employee(s).

30.1.2.1 Costs referred to within Clause 30.1.2 will include actual costs incurred (or to be incurred) by employees in individual cases according to their own circumstances, and may include extra time to travel, fuel costs and actual wear and tear on vehicle.

30.1.3 The employee(s) at their own request shall be entitled to have a workplace representative and/or industrial officer present and be actively involved in any such negotiations.

30.2 Where employees travel outside of their normal work hours, to and from training courses, seminars or conferences, that commence prior to 9.00am or conclude later than 5.00pm, as authorised by the CEO or relevant manager, such travel time shall be compensated in accordance with clause 30.3.

30.3 Compensation for the purposes of Clause 30.2 shall be paid at the rate of half time.

31 DRIVERS LICENCE

31.1 In accord with policy PO023 the Council determines that an allowance will be provided to assist in covering the cost of permanent employee's driver's licences, subject to the following provisions:

31.2 The employee will maintain currency of their licence in accordance with job requirements.

31.3 Employees should carry their licence at all times, shall present their licence upon request for verification and will immediately notify management of impediments or alterations to licence conditions.

32 PROFESSIONAL SUBSCRIPTIONS

Where membership of a professional or industry body is a compulsory requirement of employment, &/or of economic benefit to council, Council shall pay such licence, membership and subscription fees.

33 ORDINARY HOURS OF WORK

33.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors. The ordinary hours of work of a full-time employee shall be no more than an average of 76 hours per fortnight. The hours of work shall be by mutual agreement between employer and employee(s) in accordance with the following:

33.2 In the case of Works Staff, hours will be spread over a nine-day fortnight on a Monday to Friday basis each week, subject to the provisions of Clause 49. The standard hours of work under this Agreement shall be eight days of 8.5 hours and one day of 8 hours as follows:-

The ordinary span of hours shall be between the hours of 6.30am to 6.30pm Monday to Friday with a total of 76 normal hours being worked over a nine-day fortnight.

33.3 In the case of other employees, excluding library staff, part time employees and except as provided in other agreements, hours will be spread over a nineteen day month on a Monday to Friday basis each week, subject to the provisions of Clause 49. The standard hours of work under this Agreement shall be for an 8.0-hour day as follows:

The ordinary span of hours shall be between the hours of 6.30am to 6.30pm Monday to Friday with a total of 152 normal hours being worked over a nineteen-day month.

- 33.4** In the case of employees with Employment Package Agreement in terms of Clause 35.3, hours of work shall be as specified by agreement with the employee and incorporated in such Employment Package Agreement.
- 33.5** Hours outside of the ordinary hours specified above can be worked but be only by mutual agreement between the employer and relevant employee(s).
- 33.6** Subject to the majority provisions in 33.7 the daily hours of employees working a standard 5 day working week as provided in 33.2 or 33.3 shall be no more that 7.6 hours.
- 33.7(a)** By agreement between Council and the majority of employees (who are subject to particular working hours arrangements) the following variations to a standard 5 day working week may apply:
- (i) a nineteen day four week period; or
 - (ii) a nine day fortnight; or
 - (iii) a system of flexi-time; or
 - (iv) any other form of structured and regular hours arrangement;
- provided that no more than an average 38 hours per week is worked within the cycle.
- 33.7(b)** Where requested by an employee or employees, the relevant union shall be notified by the employer regarding any proposal to change the method of working ordinary hours and then be provided with a reasonable opportunity to participate in negotiations regarding implementation. Union involvement in this process does not mean that the consent of the Union is required prior to its implementation.
- 33.8** There shall be a lunch break of between 30 and 60 minutes each day to be taken between 11.30 am and 2.30 pm.
- 33.9** There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day. Where adequate tea/coffee making facilities are available the break shall be taken at the employee's normal work station at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.
- 33.10(a)** Where an employee's 38 ordinary time hours per week can not be worked during the span of hours in subclause 33.2 or 33.3 above, a written agreement between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee. In such arrangements the employer shall apply the appropriate standard penalties as prescribed by clause 34 of the Agreement unless some other compensating benefit is otherwise agreed between the employer and the employee.
- 33.10(b)** An employee may request and shall be given the opportunity to either seek advice or involve representation, including union representation, in discussions relating to an agreement pursuant to sub-clause (a) hereof.
- 33.11** Hours of work may be altered only by mutual agreement with individual employee(s), however, all parties recognise the need for a flexible approach to spread of hours of work during peak times, which includes, but is not limited to, the due date for dog registrations, issuance of rate notices and due dates for payment of rate instalments, at which time Council may seek variation of normal working hours for some employees.
- 33.12** Office hours will be from 8.30am to 5.00pm Monday to Friday.

34 PENALTY RATES ON ORDINARY TIME

- 34.1** Employees who as part of their ordinary hours of duty regularly perform work prior to 7.30 am or after 6.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 34.2** Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 34.3** Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 34.3(a)** 150% in addition to their ordinary time rate of pay; or
 - 34.3(b)** 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 34.4** Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 34.5** Employees who qualify under 34.4 hereof shall have all annual leave loading calculated at the rate of 20% instead of 17.5%.
- 34.6** If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday which shall be mutually agreed between the employer and employee.
- 34.7** The penalty provisions of this subclause will not apply to supervisory staff as defined in clause 33.2 hereof.
- 34.8** All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate as prescribed in clause 35 hereof.
- 34.9** These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

35 OVERTIME

- 35.1** All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day shall be paid for at the rate of time and a half.
- 35.2** Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 35.3** The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 35.4** Any employee shall attend meetings of the Council, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.
- 35.5** It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right, however both parties accept that, from time to time, there shall be a reasonable expectation on behalf of the Council for additional hours to be worked, e.g. for seasonal or climatic reasons.
- 35.6** Employees who have negotiated Employment Packages pursuant to this Agreement shall not be bound by this Clause.

36 REST PERIOD AFTER OVERTIME

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full ten hour break then either:

- a) the employee may, without loss of pay, start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or
- b) the employer must pay the employee time and a half ordinary rates for all work performed until the employee has received a break of at least ten hours.

37 TIME OFF IN LIEU OF OVERTIME

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as follows. Such time off shall be either:

- (a) time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
- (b) time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

38 CALL OUT

38.1 An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three hours work at the overtime rate.

38.2 This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

38.3 Office Alarm Call Outs

38.3.1 Monetary remuneration for call outs, when called by the Security Alarm Monitoring Service shall be \$40.00 per call out when the staff member is required to return to work after they have completed their work for the day, or as mutually agreed between the employee and the relevant Departmental Director.

38.3.2 All Council staff designated as part of the on-call register agree that the amounts designated for call-outs within clause 38.3.1 are fair and reasonable and negate the Call Out provisions within clause 38.1 above.

39 ANNUAL LEAVE

39.1 All employees shall, after completion of twelve months continuous service, be entitled to four weeks annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary.

39.2 Employees who are regularly rostered over seven days, including Sundays and public holidays shall be granted an additional week of annual leave.

39.3 Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned within a period not exceeding twelve months from the date when the right to such leave accrued.

39.4 If, before the completion of any period of twelve months continuous service, the employment of any employee is terminated for any reason other than serious misconduct or any employee lawfully terminates his/her employment he/she shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).

39.5 Annual leave to which an employee is entitled shall be taken within twelve months after the right to leave has accrued, provided that an employer may approve of such leave or any part thereof being deferred and taken within the following twelve months.

39.6 Notwithstanding the provisions of 39.1 hereof, an employer may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, further period of

annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

- 39.6(a)** Where leave has been granted to an employee pursuant to this subclause before the right thereto is due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, the employer may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of twelve months not serviced by the employee, deduct from whatever remuneration is payable upon the termination of the employment the appropriate fraction of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 48 of this Agreement.

40 ANNUAL LEAVE LOADING

- 40.1** In addition to the payment for annual leave as prescribed by clause 39.1 of this Agreement, all employees, except those covered under 40.2 shall be entitled, when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary at the time of proceeding on leave.

- 40.1(a)** Provided that employees whose annual salary is in excess of the salary payable to Level 6, increment 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 6, increment 2.

- 40.2** Employees who are regularly rostered over seven days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of 20% instead of 17.5%.

- 40.3** An employee whose services terminate for any reason other than serious misconduct and who is entitled to payment in lieu of accumulated annual leave shall be paid in addition an annual leave loading calculated in accordance with 40.1 hereof in respect of any annual leave credit for which the payment prescribed by 40.1 hereof has not been paid.

- 40.4** The annual leave loading prescribed by this clause shall not be payable for annual leave calculated on a pro-rata basis.

41 COMPASSIONATE LEAVE

All employees, other than casual employees, may take paid compassionate leave when a member of the employee's immediate family or household member:

- (a) contracts or develops a personal injury or illness that poses a serious threat to their life, or
- (b) dies.

The employee is entitled to two days on each occasion, which may be taken in a single unbroken period of two days or two separate periods of one day or as agreed by the employer and employee.

The employee must give the employer any evidence that the employer reasonably requires of the illness, injury or death.

42 JURY SERVICE

- 42.1** 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:

- 42.1(a)** the employee notifies the Council as soon as possible of the date(s) involved in jury service;
- 42.1(b)** 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;

- 42.1(c) 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 Council; and
- 42.1(d) the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

43 LONG SERVICE LEAVE

- 43.1 Long service leave shall be in accordance with the SA Long Service Leave Act 1987.
- 43.2 Where an employee's contracted weekly hours are reduced, long service leave accrued at the higher number of hours shall be calculated and preserved.
- 43.3 Where an employee has their classification level reduced, the long service leave entitlement accrued at the higher level shall be paid at that level applying at the time of taking the leave.
- 43.4 The employee may access pro-rata long service leave by mutual consent with the employer after seven years of continuous service.

44 PARENTAL LEAVE

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

44.1 DEFINITIONS

- 44.1(a) For the purpose of this clause **child** means a child of the employee under school age except for adoption of a child where child means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 44.1(b) For the purposes of this clause **spouse** includes a de facto or former spouse.
- 44.1(c) For the purpose of this clause **employee** includes full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 44.1(d) An **eligible casual employee** means a casual employee:
 - 44.1(d)(i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - 44.1(d)(ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

44.2 BASIC ENTITLEMENT

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

44.2(c) An eligible casual employee (as defined in 44.1(d)) shall be entitled to parental leave under the terms of this Agreement.

44.2(d) Right to request

44.2(d)(a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:

44.2(d)(a)(i) to extend the period of simultaneous unpaid parental leave provided for in clauses 44.2(b)(i) and 44.2(b)(ii) up to a maximum of eight weeks;

44.2(d)(a)(ii) to extend the period of unpaid parental leave provided for in clause 44.2(a) by a further continuous period of leave not exceeding 12 months;

44.2(d)(a)(iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

44.2(d)(c) Employees request and the employers decision to be in writing

The employees request and the employers decision made under clauses 44.2(d)(a) and 44.2(d)(b) must be recorded in writing.

44.2(d)(d) Request to return to work part-time

Where an employee wishes to make a request under clause 44.2(d)(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

44.3 MATERNITY LEAVE

44.3(a) An employee will provide to the employer at least ten weeks in advance of the expected date of commencement of parental leave:

44.3(a)(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

44.3(a)(ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

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

44.3(b) Subject to subclause 44.3(a) above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

44.3(c) Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after

the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

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

44.3(e) Where leave is granted under clause 44.2, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

44.4 PATERNITY LEAVE

An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave with:-

44.4(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place;

44.4(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

44.4(c) except in relation to leave taken simultaneously with the child's mother, a statutory declaration stating:

44.4(c)(i) he will take that period of paternity leave to become the primary care-giver of a child;

44.4(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

44.4(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

44.4(d) An employee may take paternity leave without giving ten weeks notice if:-

44.4(d)(i) the birth of the child occurs earlier than expected; or

44.4(d)(ii) the mother of the child dies; or

44.4(d)(iii) other compelling circumstances arise.

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

44.5 ADOPTION LEAVE

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

44.5(b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

44.5(b)(i) the employee is seeking adoption leave to become the primary care-giver of the child;

44.5(b)(ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and

44.5(b)(iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

- 44.5(c)** An employer may require an employee provide confirmation from the appropriate government authority of the placement.
- 44.5(d)** Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

44.6 VARIATION OF PERIOD OF PARENTAL LEAVE

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

44.7 PARENTAL LEAVE AND OTHER ENTITLEMENTS

- 44.7(a)** An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 44.2(d).
- 44.7(b)** Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 44.2(d).

44.8 TRANSFER TO A SAFE JOB

- 44.8(a)** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 44.8(b)** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

44.9 RETURNING TO WORK AFTER A PERIOD OF PARENTAL LEAVE

- 44.9(a)** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 44.9(b)** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 44.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 44.9(c)** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 44.9(d)** An employer must not fail to re-engage a casual employee because:
- 44.9(d)(i)** the employee or employee's spouse is pregnant; or
 - 44.9(d)(ii)** the employee is or has been immediately absent on parental leave.
- 44.9(e)** The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

44.10 REPLACEMENT EMPLOYEES

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

44.11 PART-TIME WORK

44.11(a) Entitlement - with the agreement of the employer:

- 44.11(a)(i)** A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- 44.11(a)(ii)** A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- 44.11(a)(iii)** A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- 44.11(a)(iv)** In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

44.11(b) Return to former position

- 44.11(b)(i)** An employee who has had at least twelve months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- 44.11(b)(ii)** Nothing in subclause (b)(i) above shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

44.11(c) Effect Of Part-time On Continuous Service

- 44.11(c)(i)** Commencement on part-time work under this subclause and return from part-time work to full-time work under this subclause shall not break the continuity of service or employment.

44.11(d) Pro-Rata Entitlements

- 44.11(d)(i)** Subject to the provisions of this subclause and the matters agreed to in accordance with clause 44.11 hereof, part-time employment shall be in accordance with the provisions of this Award which shall apply pro-rata.

44.11(e) Transitional Arrangements - Annual Leave

- 44.11(e)(i)** An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this subclause.
- 44.11(e)(ii)** A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this subclause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

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

44.11(f) Transitional Arrangements - Sick Leave

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

44.11(g) Part-time Work Agreement

44.11(g)(i) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:

- that the employee may work part-time;
- upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- upon the classification applying to the work to be performed; and
- upon the period of part-time employment.

44.11(g)(ii) The terms of this agreement may be varied by consent.

44.11(g)(iii) The terms of this agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

44.16(g)(iv) The terms of this agreement shall apply to the part-time employment.

44.11(h) Termination of Employment

44.11(h)(i) The employment of a part-time employee under this subclause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.

44.11(h)(ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

44.11(i) Extension of Hours of Work

44.11(i)(i) An employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 44.11(g).

44.11(j) Nature of Part-time Work

44.11(j)(i) The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

44.11(k) Replacement Employees

44.11(k)(i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

44.11(k)(ii) A replacement employee may be employed part-time. Subject to 44.11(k)(l), subclauses 44.11(c), 44.11(d), 44.11(e), 44.11(f), 44.11(g), 44.11(h) hereof shall apply to the part-time employment of replacement employees.

44.11(k)(iii) Before an employer engages a replacement employee under 44.11(k)(i) hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

44.11(k)(iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

44.12 Communication during parental leave

44.12(a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

44.12(a)(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

44.12(a)(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

44.12(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

44.12(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 44.12(a)(i).

45 SICK LEAVE

45.1 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.

45.1(a) Provided that in the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.

45.2 Subject to 45.3 hereof, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.

45.3 An employee shall be allowed a maximum aggregate of five days sick leave per annum without a medical certificate, provided that for any period of sick leave exceeding two consecutive days, or single days taken together with a public holiday or rostered day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned if required by the employer.

45.4 Where an employee falls sick or suffers an injury while on annual leave (including additional days such as Agreement holidays taken pursuant to the Agreement with annual leave) and forwards to the employer during the period of incapacity, a medical certificate or other reasonable evidence to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the employer additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five working days duration.

45.4(a) Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

45.5 Sick leave shall be portable from Council to Council. A local government employee shall be entitled to carry sick leave credits from the previous employing Council (or Councils) to the present Council provided the service is continuous as defined by the Local Government Act 1999 but such credits shall not be available until sick leave credits accrued at the employee's employing Council have been exhausted. The employing Council may recover from previous employing Councils a contribution towards the cost of sick leave granted in accordance with this subclause.

45.5(a) Where entitlements have accumulated with more than one Council, the initial claim may be made on the immediately preceding employing Council to the extent of credits accumulated at that Council; the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at that Council, and the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at those Councils.

45.6 Any accumulated sick leave may be accessed as family leave. Family leave conditions are as defined in Clause 46.

46 FAMILY LEAVE

46.1 Use of Sick Leave

46.1(a) An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill.

46.1(b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

46.1(c) The entitlement to use sick leave in accordance with this subclause is subject to:

46.1(c)(i) the employee being responsible for the care of the person concerned; and

46.1(c)(ii) the person concerned being either:

(a) a member of the employee's immediate family; or

(b) a member of the employee's household.

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

46.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family member who is ill.

46.3 Annual Leave

- 46.3(a)** Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.
- 46.3(b)** Access to annual leave, as prescribed in paragraph 46.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- 46.3(c)** An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken.

46.4 Make-Up Time

An employee may elect, with the consent of their employer, to work “make-up time”, under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

47 STUDY LEAVE

- 47.1** Employees undertaking courses of study shall be permitted time off with pay of up to one working day per week (including any reasonable travelling time as agreed) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos:
- that such courses are appropriate to local government;
 - that such courses and the method of undertaking such courses are approved and authorised by the employer.
- 47.2** Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises/assignments which are essential to the course and such time as is necessary for practical training and examinations, subject to the provisions as prescribed in sub-clause 1 hereof.
- 47.3** Where a course of study has been approved pursuant to clause 47.1 or 47.2 the employer shall on the satisfactory completion of each subject reimburse the employee for all fees paid in respect of such course.
- 47.4** Where an employee considers that leave approval, available pursuant to sub-clauses 47.1 and 47.2, hereof, has been unreasonably withheld by the employer, the employee may have the matter dealt with under the dispute settling procedure as provided in clause 14 of this Agreement.

48 PUBLIC HOLIDAYS

- 48.1** All employees shall be entitled to the following public holidays without any deduction of pay:
- 48.1(a)** Any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.
- 48.2** Provided that where a public holiday occurs on a rostered day off of any employee, (provided that where the employee may be required to regularly work according to a roster) such employee shall be entitled to an additional day’s leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and his/her employer.

49 ROSTERED DAYS OFF

- 49.1** Administrative staff, with the exception of library and part time staff and except as provided in other agreements, shall be entitled to 12 RDO’s per calendar year to be taken as 1 day per month

within 5 days of falling due, provided that employees may accumulate up to 3 RDO's to be taken between Christmas and New Years Day, where the employee is not required to work.

No more than 1 administrative employee in the same workplace shall take a RDO on the same day.

49.2 Works staff shall be entitled to 24 RDO's per calendar year to be taken as 1 day each fortnight.

49.3 RDO's are not to be accumulated except as detailed in 49.1 above.

49.4 Any variation to 49.1 and 49.2 shall be by mutual agreement of the employee and the relevant manager.

50 DEFENCE FORCE RESERVES LEAVE

50.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force Reserves undertakes:

- ordinary reserve service, including normal peacetime training;
- call-outs to attend warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations; or
- voluntary continuous full time service, where the reservist/employee volunteers and is accepted for full time service.

50.2 Such leave shall be subject to operational requirements, and may comprise combinations of Special Leave With Pay, where this attracts Employer Support Payments, and Special Leave Without Pay.

An employee may avail themselves of their annual leave or long service leave entitlements while on Leave Without Pay and Employer Support Payments are not payable.

50.3 Other arrangements regarding the employee's substantive position, accrual of leave and continuity of service shall be discussed and agreed between the employer and employee and will be subject to the relevant provisions of the Local Government Act 1999.

51 CLOSURE OVER THE CHRISTMAS / NEW YEAR PERIOD

51.1 In recognition of a traditionally low rate of enquiries and to provide the opportunity for employees to have a substantial break for family or other reasons, Council approves closure of offices on the following basis.

51.2 At the discretion of the Chief Executive Officer, Council offices may be closed during the Christmas and New Year period. Affected employees may be required to take accrued leave, rostered days off or time in lieu during this period.

52 WORK FOR THE DOLE PLACEMENTS

Employees agree to the principle of Work for the Dole and the placement of eligible candidates with Council only where the particular circumstances of each placement are consistent with the legislative requirements for this scheme.

53 PROTECTIVE CLOTHING AND UNIFORMS

53.1 All employees agree to abide by the requirements of the Council and the relevant Occupational Health, Safety & Welfare legislation relating to the wearing of protective clothing, etc. provided by the Council.

53.2 Where an employer requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.

- 53.3** An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires a uniform to be worn.
- 53.4** Employees who are required to handle chemicals in the course of their duties shall be entitled to an annual medical examination as arranged by the employee and the employer. The cost of such medical examination – being the difference between the Medicare rebate and the actual cost of the examination – shall be borne by the employer.

54 COUNCIL ELECTIONS

54.1 Returning officers, deputy returning officers, presiding officers and poll clerks shall be paid:

- returning officer, the rate applicable to a Level 4, 4th increment.
- deputy returning officer, the rate applicable to a Level 4, 2nd increment.
- presiding officer, the rate applicable to a Level 3, 4th increment.
- poll clerk, the rate applicable to a Level 1, 6th increment.

Work performed outside of the employee's ordinary working hours Monday to Friday inclusive shall be paid at these salaries at the rate of time and a half.

54.2 All time worked subject to this clause on weekends in connection with an election shall be paid for at the rate of time and a half.

54.3 To establish an hourly rate from a weekly rate the divisor used shall be 38.

54.4 The provisions of clause 35 - Overtime, 28.1 - Meal Breaks and Meal Allowance, 19.2 – Casual Employment, and clause 19.3 - Part-Time Employment, of this Agreement shall not apply for weekend work performed in connection with an election.

54.5 On Council polling day, where an employee performing work covered by this clause is unable to return to his or her home for a meal, and unless an adequate meal is provided by the Council, he or she shall be paid a meal allowance at the rate of \$17.10 irrespective of whether a meal break, paid or unpaid, is taken, in the following circumstances:

54.5(a) after three hours of continuous work if that period includes a recognised meal hour; or

54.5(b) after four hours of continuous work in any case; and he/she shall, under the conditions set out in the preamble to this subclause, be paid a subsequent meal allowance or meal allowances at the rate of \$17.10 at four hourly intervals calculated from one hour after the commencement of the first or any subsequent entitlement to such allowance under this subclause.

54.6 Allowances as provided for in this clause shall be taken to be varied from time to time to reflect the allowances provided for at any given time in the SA Municipal Salaried Officers Award, 1998 or its successor.

55 SUPERANNUATION

55.1 The employer shall pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

55.2 For the purpose of this clause:

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained by the Local Government Act 1999 SA which is now operating under the name of Local Super SA-NT.

52.3 The amount of employer “Superannuation contributions” means:

55.3.1 For contributory members:

- (i) 3% of the employee's salary; and

- (ii) any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and
- (iii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

52.3.2 For non-contributory members:

- (i) contributions which the employer must pay to a superannuation fund in respect of employees in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992; and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of an employee.

56 SALARY SACRIFICE / REMUNERATION PACKAGING

56.1 Subject to the following conditions, an employee holding a permanent or a long term contract appointment may opt to have his or her salary converted to benefits.

56.1.1 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 Tax Assessment Act salary packaging can only be based on prospective income.

56.1.2 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.

56.1.3 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).

56.1.4 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.

56.1.5 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.

56.1.6 The employees agree that if legislative or other changes result in increased cost to the Council arising from the arrangements provided under this clause, the Council may elect to discontinue some or all of these arrangements, except where employees agree to pay the additional costs.

56.2 The employees substantive salary for all purposes (such as, but not limited to, Agreement entitlements including superannuation, leave, penalties, etc) and weekly payments pursuant to s.35 of the Workers Rehabilitation and Compensation Act 1986, shall be the pre-sacrificed salary.

57 CONTINUOUS SERVICE

57.1 MAINTENANCE OF CONTINUOUS SERVICE

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

- a) absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- b) absence of the employee from work for any cause by leave of the employer.
- c) absence from work on account of illness, disease or injury.
- d) absence with reasonable cause. Proof of such reasonable cause lies with the employee.

- e) interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or Long Service Leave Act.
- f) interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- g) transfer of the employment of an employee from one Council to another Council subject to the provisions of the Local Government Act.

57.2 CALCULATION OF PERIOD OF SERVICE

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- a) to the extent that the employee receives or is entitled to receive pay for the period; or
- b) where the absence results from a decision of the employer to stand down the employee without pay.

58 QUALITY ASSURANCE

Any significant changes to the existing Quality Assurance processes will be via consultation.

All employees agree to participate in the ongoing Quality Assurance program.

59 STAFF DEVELOPMENT AND APPRAISAL SYSTEM

All employees agree to participate in the ongoing Staff Development & Appraisal System, which promotes the development of employees and the defining of career paths. Any significant changes to the existing Staff Development & Appraisal process will be via consultation.

60 TRAINING

60.1 TRAINING NEEDS ANALYSIS

60.1.2 An annual training needs analysis will be prepared to be used in conjunction with the Staff Development and Appraisal System referred to in Clause 56. Provision will be made available for adequate consultation with all employees in order to provide them with the opportunity to identify their individual and/or group training requirements. Council will prioritise the training needs identified via this process and this process will be completed in sufficient time to enable recommendations for budget allocation to be made in the preparation of the annual budget.

60.1.2(a) Council shall allocate for training a minimum of 1.5% of the total Municipal Officers employee's salaries budget, as defined in clause 60.1.2(b).

60.1.2(b) The definition of salary for the purposes of clause 60.1.2(a) shall be the budgeted base rate including budgeted leave loading and overtime, plus budgeted increase per clause 22.

60.2 FIRST AID TRAINING

Council shall bear the reasonable costs of obtaining and/or renewing First Aid Certificates for employees who, in Council's opinion, should hold such a certificate. The approved employee shall normally renew their First Aid Certificate in their own time.

61 PRIVATE USE OF VEHICLES

Individual written agreements where appropriate shall be negotiated and finalised to provide for the private use of vehicles.

62 WORKING SUPERVISORS

62.1 All parties agree that the role of Supervisor is to achieve the maximum utilisation of all resources available to the Council.

62.2 Subject to Occupational Health and Safety requirements being properly met all Council Supervisors shall, if they possess the requisite skills and/or qualifications, be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources.

63 JOURNEY ACCIDENTS

Council will provide cover for bodily injury to all employees whilst engaged in a journey to and from their residence and place of work and between a place of training for work purposes and any travel associated with study approved pursuant to clause 47 of this Agreement.

64 TRAINEES

Council, as the major employer in the area, will promote the employment of trainees by giving positive consideration to the funding of a new Traineeship to a local resident each financial year.

65 SKIN CANCER SCREENINGS

Council will, in conjunction with Local Government Association sponsored programs, offer annual skin cancer screenings to assist with the promotion of a safe and healthy workplace.

66 TIME RECORD

The employer shall keep adequate time and leave records together with the details of annual, sick and long service leave accrued and taken in respect of all employees.

67 PAYROLL DEDUCTIONS

The current practice of payroll deduction services for employees will be maintained for the duration of this Agreement.

68 SIGNATORIES

Signed for and on behalf of:-

THE DISTRICT COUNCIL OF YORKE PENINSULA, by

..... CHIEF EXECUTIVE OFFICER
(signature)

.....
(print name) (address)

..... WITNESS
(signature)

.....
(print name) (address)

on this day of 2010

**THE DISTRICT COUNCIL OF YORKE PENINSULA MUNICIPAL OFFICER
EMPLOYEES, by**

..... AUSTRALIAN SERVICES UNION
(signature)

.....
(print name) (address)

..... WITNESS
(signature)

.....
(print name) (address)

on this day of 2010

SCHEDULE 1 -CLASSIFICATION

1. INTRODUCTION

- 1.1 The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses General Officers and Senior Officers.
- 1.2 The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- 1.3 Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- 1.4 After the job description is complete a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- 1.5 All officers (other than CEO's and Senior Officers) are classified according to the General Officer structure, whilst CEO's and Senior Officers are classified under the Senior Officers Stream.

2. CLASSIFICATION

2.1 General Officers

- 2.1.1 To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.
- 2.1.2 When classifying a position all aspects of the job must be considered against the total Agreement criteria the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.
- 2.1.3 The job description should be tested against more than one level for appropriateness.

2.2 Senior Officer - Chief Executive Officers

- 2.2.1 All Chief Executive Officers are graded in accordance with the determination of a Local Government Classification Committee in a manner which effectively establishes appropriate relativity between Chief Executive Officer positions having regard to Council revenue, population and staffing establishment. The Committee reviews classifications of CEO's biennially and formerly advises Council regarding the appropriate Agreement classification.
- 2.2.2 The Local Government Classification Committee will comprise up to four representatives as deemed appropriate by the Local Government Association.
- 2.2.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the CEO, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level.
- 2.2.4 By agreement between the Council and CEO, further remuneration (as part of the salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Chief Executive Officer.

- 2.2.5** A Chief Executive Officer shall be paid not less than \$1030 per annum or 2.5% (whichever is the greater) above the base rate of the relevant Council's next highest paid officer who is classified pursuant to this Agreement.
- 2.2.6** Reasonable out-of-pocket expenses which are incurred by a Chief Executive Officer in attending social and/or official functions when required to do so by Council, shall be provided by the Council, or
- 2.2.7** In lieu of out-of-pocket expenses the Council and the Chief Executive Officer concerned may agree upon a fixed amount per annum.

2.3 Senior Officer

- 2.3.1** Positions within this structure exceed the classification levels of the General Officer structure and are generally characterised by managerial responsibility, high accountability and a high degree of personal ability. The Stream consists of 4 management bands based on the Chief Executive Officer salary.
- 2.3.2** The structure shall consist of 4 management bands:
 - Band 4 shall encompass 2 levels below the level afforded to the CEO
 - Band 3 shall fall 1 level below Band 4
 - Band 2 shall fall 1 level below Band 3
 - Band 1 shall fall 1 level below Band 2This formula shall apply to all employers with the exception of a Council where the CEO is classified at Level 10 or above, in which case Band 4 shall encompass 3 levels below the level afforded to the CEO.
- 2.3.3** The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the Senior Officer, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level. By agreement between the Council and Senior Officer, further remuneration (as part of a salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Senior Officer.

3. PROGRESSION THROUGH THE LEVELS

- 3.1.1** At the conclusion of each twelve month period following appointment to a classification an officer shall be eligible for incremental progression within each salary level subject to the following:
 - 3.1.1.1** Where the employer adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification level shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment.
 - 3.1.1.2** The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:
 - (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees.
 - (b) foundation in a current and accurate job description.
 - (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent.
 - (d) appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment.

- (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settling procedure.

3.1.1.3 If the employer does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

3.2 Senior Officer, Additional Aspects of Salary Progression through the Levels

3.2.1 The employer and a Senior Officer may agree upon an additional annual amount in lieu of incremental advancement which would be paid to the Senior Officer providing that performance standards are achieved.

3.2.2 The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance shall be agreed between the Senior Officer and the Council.

4. STUDY LEAVE FOR CLASSIFICATION PROGRESSION

4.1 The employer may approve an employee's application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the Agreement classification structure.

4.2 Such leave shall require approval by the employer, whether paid or not, if taken during normal working hours.

SCHEDULE 2 - GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVELS 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
ACTIVITIES/FUNCTIONS	Perform clearly defined routine activities in a support role in a child care centre.	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 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	Application of basic skills and techniques in a support role in a child care centre. Work outcomes will need to be closely monitored. Works under close direction with instruction and assistance always available. Works under direct supervision.	Practical application of basic skills and techniques. Work outcomes are closely monitored, clearly defined and readily attainable. Works under close direction with instruction and assistance being readily available. Works under direct supervision.	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. Work outcomes are monitored, clearly defined. Works under regular direction with assistance being readily available. Works under regular supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision.	Application of procedures, methods and guidelines which are well established. May set outcome/ objectives for specific projects. Works under general direction with assistance available from senior officers Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.
INITIATIVE AND JUDGEMENT	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures; however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.	Limited scope to exercise initiative and judgement within clearly established procedures and practices.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.
PROBLEM SOLVING	Assistance available when problems occur.	Solutions to problems 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.	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 & ORGANISATIONAL SKILLS		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 co-ordinate activities in the work area. • responsibility for various activities in a specialised area of the works program. • a function within the work area.

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GENERAL OFFICERS CLASSIFICATION CRITERIA 1(GENERAL FEATURES LEVELS 4 TO 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:- <ul style="list-style-type: none"> responsibility for a range of functions within a work area a substantial component of supervision. 	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:- <ul style="list-style-type: none"> Working independently as specialists or a senior member of a single discipline project team. 	Exercise managerial responsibility for various functions within the department and/or council and could include:- <ul style="list-style-type: none"> specialised functions operation as a specialist operation as a member of a specialised professional team. working independently. 	Exercise managerial responsibility for a department/council's relevant activity, and could include:- <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.
Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.	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.	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.	Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community.	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.
Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Required to set specific performance outcomes and further develop work methods.	Sets outcomes for the work area of responsibility to achieve objectives of the department/council.	Set outcomes for the work area/section/ function.	Identification of current/future options and the development of strategies to achieve outcomes.
Work under general direction with assistance usually available.	Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.	Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Work under limited direction with guidance not always readily available within the organisation.	Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements. Undertake duties of an innovative, novel or critical nature.
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.	Exercise initiative and judgement where procedures not clearly defined.	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.	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.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.
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:- <ul style="list-style-type: none"> 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 LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
GENERAL RESPONSIBILITIES	*See a support role in a Child Care Centre	Officers at this level have responsibilities which will/may include:- ♦ supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.	Officers at this level have responsibilities which will/may include:- ♦ 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.	Officers at this level have responsibilities which will/may include:- ♦ 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 LEVELS 4 TO 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Officers at this level have responsibilities which will/may include:- ♦ 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 technologically based systems ♦ a substantial component of supervision or provide specialist expertise ♦ supervision of various functions within a work area or projects ♦ supervision of contractors.	Officers at this level have responsibilities which will/may include:- ♦ involvement in establishing section/department programs and procedures ♦ responsibility for a moderately complex project or 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.	Officers at this level have responsibilities which will/may include:- ♦ 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. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.	Officers at this level have responsibilities which will/may include:- ♦ responsibility for a significant work area ♦ development of 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/projects/ 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. 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.	Officers at this level have responsibilities which will/may include:- ♦ 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. Positions at this level will demand responsibility for decision making within the constraints of corporate policy.

GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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:-		<p>Experienced officers may have technical oversight of minor works activities and could include:-</p> <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. 	<p>Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:-</p> <ul style="list-style-type: none"> • application of established practices and procedures • responsibility for a minor project. 	<p>Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include:-</p> <ul style="list-style-type: none"> • reviewing work done by subordinate officers.
WHERE THE PRIME RESPONSIBILITY IS IN THE WORKS AREA		<p>Arrange a minor works activity within established methods as part of the training process.</p>	<p>Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/ projects) and could include:-</p> <ul style="list-style-type: none"> • supervision, planning and co-ordinating of the activities of officers and day-to-day operations. 	<p>Exercise responsibility for works and determine objectives for the functions under control, and could include:-</p> <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 co-ordination of minor works.
WHERE PRIME RESPONSIBILITY IS IN LIBRARIES		<p>Undertake routine library duties:-</p> <ul style="list-style-type: none"> • routine shelving • issues and returns. 	<p>Provide para-professional support to qualified librarians:-</p> <ul style="list-style-type: none"> • in charge of a library outlet or function within the library. • oversee the work of unqualified library staff. 	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> • in a small library, provide a range of library and information services or • in a large library be predominantly involved in the provision of a particular library service/function or • supervise the work of para-professional library staff or • take charge of a small library branch •
WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)		<p>Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.</p>	<p>Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.</p>	<p>Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.</p>

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GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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>Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:-</p> <ul style="list-style-type: none"> ♦ utilisation of initiative and judgement in the selection and application of established principles, techniques and methods. 	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> ♦ lead teams on moderately complex technical projects ♦ exercise significant initiative and judgement in the selection and application of established principles, techniques ♦ provide reports to management and recommendations on technical suitability of equipment/procedure/processes/results ♦ analysis/design for the development and maintenance of projects. 	<p>Significant responsibilities for accomplishment of technical objectives, and could include:-</p> <ul style="list-style-type: none"> ♦ duties which involve more than one discipline ♦ contribution to the development of new techniques and methodology ♦ provision of a consultancy service for a range of activities ♦ development of methodology and application of proven techniques in providing specialised technical services. 	<p>Responsible for the control and co-ordination of projects in accordance with corporate goals.</p> <ul style="list-style-type: none"> ♦ <i>Refer to general responsibilities.</i> 	<p>Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:-</p> <ul style="list-style-type: none"> ♦ technical support programs and subprograms within the framework of council's operating program ♦ consultancy service ♦ development/revision of methodology/ techniques.
<p>Assist senior officers with the establishment of work programs of a complex nature and could include:-</p> <ul style="list-style-type: none"> ♦ supervision of various functions in a work area/projects/part of total works program ♦ responsibility for work groups or lead a team within a discipline related project or works program ♦ responsibility for completion of assignments/standard and quality of work/ compliance with regulations, codes and specifications ♦ responsibility for part of works program budget. 	<p>Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:-</p> <ul style="list-style-type: none"> ♦ operational responsibility for works programs ♦ exercising judgement and initiative where procedures not clearly defined ♦ establishing works programs in small councils. 	<p>Develop, supervise and implement significant works programs and /or a large outside workforce and/or contractors and could include:-</p> <ul style="list-style-type: none"> ♦ review of operations to determine their effectiveness ♦ control and co-ordination of the works program within budgetary constraints. 	<p>Develop and implement significant works programs.</p>	<p>Establish, control and organise on-going plans and programs for department/ council and could include:-</p> <ul style="list-style-type: none"> ♦ administering complex policy and works program matters.
<p>Carry out a variety of activities in the field of library services:-</p> <ul style="list-style-type: none"> ♦ utilise initiative/ judgement in the selection and application of established principles, techniques and methods. 				
<p>Manage a recreation complex (aquatic or non aquatic).</p>	<p>Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.</p>			

GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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 THE PRIME RESPONSIBILITY IS IN THE LOCAL ANIMAL AND PLANT CONTROL BOARD				Advise landholders/ local authorities/ government officers on:- <ul style="list-style-type: none"> • eradication/ control techniques and measures and provide information on obligations under the • relevant legislation.
WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD				Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.
WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE		Provide secretarial and administrative support and could include:- <ul style="list-style-type: none"> • straight forward operation of keyboard equipment • basic word processing data input • basic numeracy, written and verbal communication skills, relevant to the work area • provision of routine information • general reception and telephonist duties • general stenographic duties. 	Provide secretarial and/or administrative support and could include:- <ul style="list-style-type: none"> • operating a computer, word processor and/or other business software and peripheral equipment • utilising basic computing concepts and initiating corrective action at an elementary level • utilising the functions of systems and be proficient in their use • performing tasks of a sensitive nature • provision of more than routine information • operate a desktop publisher at a routine/basic level • utilise basic skills in oral and written communication with clients and other members of the public • receive and account for monies and assist clients/ratepayers. 	Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:- <ul style="list-style-type: none"> • Systems Administrator in small/ medium sized council whose responsibility includes the security/ integrity of the system • operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems • application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer • provide a service utilising the full functions of a desk top publisher

GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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>Plan, co-ordinate and implement the activities/ policies of the local animal and plant control board and could include:-</p> <ul style="list-style-type: none"> ♦ supervision of other staff. 	<p>Plan co-ordinate and administer the activities/ policies of local animal plant control boards and could include:-</p> <ul style="list-style-type: none"> ♦ supervision of other staff ♦ preparation of the budgets. 			
<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> ♦ lead a team within a discipline related project ♦ liaison with other professionals at a technical level ♦ discussing techniques, procedures and/or results with clients on straightforward matters. 	<p>Exercise professional responsibilities which could include:-</p> <ul style="list-style-type: none"> ♦ supervision of the function ♦ tasks of a specialised detailed nature ♦ provide reports on progress of activities and provide recommendations ♦ carry out planning studies for particular projects including aspects of design ♦ utilise a high level of interpersonal skills in dealing with the public/ other organisations ♦ exercise professional judgement within prescribed areas. ♦ 	<p>Supervise/manage operation of a discrete element which is part of a larger office and could include:-</p> <ul style="list-style-type: none"> ♦ control and co-ordination of projects in accordance with corporate goals ♦ providing a consultancy service to a wide range of clients ♦ complex professional problem solving ♦ supervision of technical staff (on occasions other professional staff in the discipline). 	<p><i>Refer to general responsibilities</i></p>	<p>Ensure the outcome of work of significant scope and/or complexity and could include:-</p> <ul style="list-style-type: none"> ♦ assessment and review of standards and work of other professionals/external consultants ♦ initiate and formulate departmental/council programs ♦ implement council objectives within corporate goals ♦ develop and recommend ongoing plans and programs for department/ council.
<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:-</p> <ul style="list-style-type: none"> ♦ identification of specific or desired performance outcomes ♦ application of computer programming knowledge and skills in systems development, maintenance and implementation ♦ undertake computer operations requiring technical expertise and experience. 	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> ♦ Exercise responsibility for a specialised area of council ♦ provision of advice and assistance when non-standard procedures and processes are required ♦ understanding of all areas of computer operation ♦ undertake programming in specialist areas ♦ exercise responsibility for a specialised area of councils computing operation ♦ undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/displays. ♦ 	<p><i>Refer to general responsibilities</i></p>	<p><i>Refer to general responsibilities</i></p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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 IS IN CHILD CARE	<ul style="list-style-type: none"> ♦ Support role in a child care centre ♦ Report observations of individual children/ groups for program planning purposes ♦ If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups ♦ Assist with daily routines and give each child individual attention/ comfort as required ♦ Implement early child-hood program under supervision ♦ Work in accordance with licensing requirements under the Act and ensure the health & safety of the children in care. 	<ul style="list-style-type: none"> ♦ Assist with the development, planning, implementation and evaluation of child care developmental programs and the co-ordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting ♦ Liaise with parents ♦ Under close direction ♦ Undertake work with individual children with particular needs ♦ Oversight and direction of Level 1A officers 	<ul style="list-style-type: none"> ♦ Accept responsibility for groups of children under and/or over two years of age ♦ Co-ordinate activities of more than one group ♦ Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director ♦ Supervise lesser qualified workers ♦ Assist with administrative functions ♦ Supervise lesser qualified workers. 	<ul style="list-style-type: none"> ♦ Perform the duties of assistant director in child care centre, supervise qualified and unqualified workers, plan and co-ordinate training programs, develop, plan the educational and/or development programs for areas within the centre ♦ Supervise qualified/ unqualified workers, plan and co-ordinate training programs.
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES		Enforce compliance with traffic by laws and regulations at an elementary level.	<p>Inspectorial duties involving the enforcement of general by-laws/regulations, assist senior officers with special projects.</p> <p>Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer. (Trainee level)</p>	<p>Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/ health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.</p> <p>Undertake minor development assessment duties and could include:-</p> <ul style="list-style-type: none"> ♦ administer the requirements of the planning Act ♦ checking applications for compliance. <p>Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies.</p> <ul style="list-style-type: none"> ♦ undertake basic health or building inspections.
WHERE THE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES			Operate a community service program at an elementary level.	<p>Plan and co-ordinate elementary community based projects/ programs, and could include:-</p> <ul style="list-style-type: none"> ♦ performing moderately complex functions ♦ social planning, demographic analysis, survey design and analysis ♦ duties of a specialised nature ♦ a single program at a more complex level.
WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER				Administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

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GENERAL OFFICERS CLASSIFICATION CRITERIA 3(SPECIFIC RESPONSIBILITIES LEVELS 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 or health applications including liaison with clients ♦ plans, permits, applications, etc. ♦ site inspection. 	<p>Undertake duties in the disciplines of building and health.</p>	<p>Supervision/management responsibilities exercised within a multi-discipline.</p>		
<p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	<p>Plan, develop and operate a community service program of a moderately complex nature.</p>			

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 < SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
REQUIREMENTS OF THE JOB	<ul style="list-style-type: none"> Developing knowledge of centre policy and practices No formal qualifications required at this level Certificate in community services (TAFE) or equivalent It is desirable that officers are studying for an appropriate certificate Sufficient knowledge and experience to perform duties at this level. Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. 	<ul style="list-style-type: none"> A developing knowledge of the section/department function and operation Basic knowledge of clerical/administrative practices and procedures relevant to the work area A developing knowledge of work practices and policies of the relevant work area Basic numeracy, keyboard, written and verbal communication skills relevant to the work area No formal qualifications required at this level At this level, employers are expected to offer substantial on-the-job training 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 Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills. 	<ul style="list-style-type: none"> Basic skills in oral and written communication with clients and other members of the public Knowledge of established work practices and procedures relevant to the work area Knowledge of policies and regulations relating to the work area Understanding of clear but complex rules Understanding of basic computing concepts Application of techniques relevant to the work area Developing knowledge of statutory requirements relevant to the work area 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 experience. 	<ul style="list-style-type: none"> Thorough knowledge of work activities performed within the work area Sound knowledge of procedural/operational methods of the work area May utilise professional or specialised knowledge Ability to apply computing concepts Working knowledge of statutory requirements relevant to the work area 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.
PROGRESSION	<ul style="list-style-type: none"> Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children's Services Act shall commence at the 3rd increment of the range. 	<ul style="list-style-type: none"> Completion of introduction to child care skills and accepted for the advanced certificate in child care. 	<ul style="list-style-type: none"> Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate 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. Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service. 	<ul style="list-style-type: none"> Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2 Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work. 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 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.

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 < SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 4 to 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<ul style="list-style-type: none"> ♦ Knowledge of statutory requirements relevant to work area ♦ Knowledge of section procedures, policies and activities ♦ Sound discipline knowledge gained through previous experience, training or education ♦ Knowledge of the role of departments within council and/or service functions ♦ Specialists require an understanding of the underlying principles in the relevant disciplines ♦ Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience OR Associate diploma with relevant experience OR Lesser formal qualifications with substantial years of 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. 	<ul style="list-style-type: none"> ♦ Knowledge of departmental programs, policies and activities ♦ Sound discipline knowledge gained through experience ♦ Knowledge of the role of council's structure and service ♦ Relevant degree with relevant experience OR Associate diploma with substantial experience OR Qualifications in more than one discipline OR Less formal qualifications with specialised skills sufficient to perform at this level OR Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. 	<ul style="list-style-type: none"> ♦ Discipline/specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation ♦ Discipline knowledge gained through experience, training or education ♦ Appreciation of the long term goals of the organisation ♦ Detailed knowledge of program activities and work practices relevant to the work area Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department ♦ Comprehensive knowledge of statutory requirements relevant to the discipline ♦ Degree with substantial experience OR Associate diploma with substantial experience OR Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> ♦ Comprehensive knowledge of council policies and procedures ♦ Application of a high level of discipline knowledge ♦ 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 OR Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard OR A combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> ♦ Detailed knowledge of council policy, programs and the procedures and practices ♦ High level of discipline knowledge ♦ Detailed knowledge of statutory requirements ♦ 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) OR Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR A combination of experience, expertise and competence sufficient to perform the duties of the position.
<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>	

SCHEDULE 3 - 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
<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.
<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.
<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.
<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 • At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues. 	<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"> • 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.
<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 adaptation of workplans • May exercise major delegated authority from Council or CEO. • Will report direct to CEO.

SCHEDULE 4 - GLOSSARY OF TERMS

ACTIVITY

Tasks performed within a function.

BASIC

Fundamental, uncomplicated.

COMPLEX

- Limited complexity

Relates to work which involves the application of established principles, practices and procedures. Generally, actions and responses which can be readily identified and repeated from previous experience.

- Moderately complex

To a lower degree than complex, less extensive.

- Complex

Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.

- Very complex

The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

CONTROL

To exercise direction, guiding or restraining power over, to check or regulate, to keep within limits.

CO-ORDINATE

Bring together all common activities to achieve an integrated outcome.

CRITICAL

An indicator that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.

DIRECTION

- Close direction

Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.

- Regular direction

Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officer's work is subject to progress checking.

- General direction

Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers is subject to final checking and, only as required, progress checking.

- Limited direction

Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.

- Broad direction

Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

ENVIRONMENTAL HEALTH OFFICER

Is an officer who holds a degree in Environmental Health or equivalent, who is eligible for full membership of the Australian Institute of Environmental Health.

ESTABLISH

To set up, to institute, to place on a firm basis.

EXERCISE

To bring to bear or employ actively (as in exercising authority or influence).

EXPERIENCE

- Experienced

This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

- Considerable experience

This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.

- Extensive experience

This means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

FUNCTION

A collection of activities which may constitute the whole or part of a discrete work area.

GRADUATE

Degree holder.

GUIDANCE

Providing or receiving information on policies, procedures and practices.

IMPLEMENT

To carry out, to perform acts essential to the execution of a plan or program, to give effect to.

INITIATE

To originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

INNOVATIVE

Relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.

INSTRUCTION

Imparted to another, directions given.

INTERPRET

To clarify or explain, translate.

JUDGEMENT

Application of an amalgam of knowledge and experience to derive appropriate decisions.

KNOWLEDGE

An understanding of techniques, principles, procedures and practices gained through either study of the relevant theory/or through experience gained over time.

- Developing knowledge
A learning process which will leads to knowledge of.
- Working knowledge
Sufficient to perform function.
- Sound knowledge
Well founded, reliable.
- Comprehensive knowledge
Embracing a wider range.
- Detailed/thorough knowledge
Complete.

MAINTAIN

To keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.

MANAGE

To control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.

MANAGEMENT

The technique or practice of managing or controlling.

MONITOR

Check on a regular basis.

NEGOTIATE

To confer with others with a view to reaching agreement.

NOVEL

Extension and application of theoretical principles beyond the normally accepted environment, i.e., creative research or the introduction of new technology.

OPERATION

An action or series of actions done to produce a particular result.

- Operational responsibility
- Answerable for the day to day running.

OVERSIGHT

To look after, guide the work of others, to allocate work without quality/quantity control.

PRACTICE

Regular or systematic action, method.

PROCESS

Course of action, method of operation, to handle in accordance with a prescribed procedure, as in processing work or requisition.

PROFESSIONAL

Requires in its application levels of theoretical knowledge which have been attained only through tertiary study.

PROGRAM

A specially arranged selection of things to be done, a plan, schedule or procedure, to arrange or work out a sequence of operations to be performed.

PROJECT

A proposal, scheme or design, detailed study of a particular subject.

RESPONSIBLE

Liable to be called to account, answerable, accountable for actions.

REVIEW

To rework in order to correct or improve, to make a new, improved or up to date version.

ROUTINE

Regular course of procedure, unvarying performance of certain acts, performed by rule.

SIGNIFICANT

Noteworthy, of considerable amount of effect or importance.

SUPERVISION

To direct, to inspect with authority, to guide and instruct with immediate responsibility for purpose of performance, to superintend, to lead, to allocate work and check against given standards.

- Direct supervision
To control the progress, quality, quantity of.
- Regular supervision
Systematic.
- General supervision
Ongoing, not going into detail.

SUBSTANTIAL

Ample or considerable amount.

SUPPORT

To contribute to the success of, to form a secondary part, subordinate.

TECHNICAL OVERSIGHT

To look at, look after the technical aspect of an activity/function.

TRAINEE - LEVEL 2

An officer under the age of 21 years of age classified at level 2 who performs functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices, and who is receiving structured training on a regular basis, according to an appropriate training plan, agreed between the employer and the employee.

UNDERLYING

Fundamental, to form the basis or foundation.

SCHEDULE 5 - PARTIES BOUND

The following terms shall only apply to staff identified within clause 6.2 and 6.3. Where these terms are otherwise identified within this Agreement the following terms shall apply to those staff identified within clause 6.2 and 6.3.

29 CORPORATE WARDROBE

Because of the nature of their employment the wearing of the corporate uniform is not compulsory. Subsequently the provision of financial assistance to purchase a corporate uniform does not apply. However, Council requires all such staff to dress in a manner that is suitable for the work and supports a corporate image.

60 TRAINING

A Training needs analysis will not be required to be prepared, nor will Council be required to allocate a budget for training.

47 STUDY LEAVE

Where an employee is required by the employer to undertake a course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such a course.

The following clauses shall not apply to this group of employees:

30 TRAVEL

31 DRIVERS LICENCE

32 PROFESSIONAL SUBSCRIPTIONS

The following terms shall only apply to staff identified within clause 6.3. Where these terms are otherwise identified within this Agreement the following terms shall apply to those staff identified within clause 6.3.

35 OVERTIME FOR LIBRARY OFFICERS

6.3.1 Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5:00 p.m. shall be paid a loading as set out below for all such hours worked after 5.00 pm:

6.3.1(a) for employees paid up to and including Level 4 increment 3, a 15% loading in addition to their ordinary time rate of pay;

6.3.1(b) for employees paid at Level 4 increment 4 but not more than Level 6 increment 1, a 15 % loading calculated at Level 4 increment 3 ordinary time rate of pay;

6.3.1(c) for employees paid at Level 6 increment 2 or above, no loading.

These loadings will only be paid where the work time is continuous other than for meal breaks.

6.3.2 Library employees who are required to work as part of their ordinary weekly hours:

6.3.2(a) On Saturday up to noon shall be paid a loading of 25% for such time;

6.3.2(b) On Saturday after noon, on Sunday or a public holiday shall be paid a loading of 50% for such time.

6.3.3 Library employees who are required to work in excess of 38 hours in any one week shall receive payment for such excess time at the rate of time and a half, or else be granted time-off in lieu in accordance with clause 34.

SCHEDULE 6 - TABLE OF SALARY RATES FOR THE TERM OF THIS AGREEMENT

GENERAL OFFICERS

Class	Inc	Current	19/06/2010	18/06/2011	30/06/2012
1 Jr	1(17)	\$23,104.24	\$24,028.41	\$24,989.55	\$25,989.13
1 Jr	2(18)	\$26,830.74	\$27,903.97	\$29,020.13	\$30,180.93
1 Jr	3(19)	\$30,557.23	\$31,779.52	\$33,050.70	\$34,372.73
1 Jr	4(20)	\$34,283.72	\$35,655.07	\$37,081.27	\$38,564.52
1	1	\$37,264.91	\$38,755.51	\$40,305.73	\$41,917.96
1	2	\$38,115.07	\$39,639.67	\$41,225.26	\$42,874.27
1	3	\$39,303.74	\$40,875.89	\$42,510.93	\$44,211.36
1	4	\$40,576.11	\$42,199.15	\$43,887.12	\$45,642.61
1	5	\$41,852.43	\$43,526.53	\$45,267.59	\$47,078.29
1	6	\$43,123.15	\$44,848.08	\$46,642.00	\$48,507.68
1	Lib	\$56,693.18	\$58,960.91	\$61,319.34	\$63,772.12
2	1	\$44,417.05	\$46,193.73	\$48,041.48	\$49,963.14
2	2	\$45,691.06	\$47,518.70	\$49,419.45	\$51,396.23
2	3	\$46,965.77	\$48,844.40	\$50,798.18	\$52,830.10
2	4	\$48,237.89	\$50,167.41	\$52,174.10	\$54,261.07
3	1	\$49,513.05	\$51,493.57	\$53,553.31	\$55,695.45
3	2	\$50,784.93	\$52,816.33	\$54,928.98	\$57,126.14
3	3	\$52,062.10	\$54,144.58	\$56,310.37	\$58,562.78
3	4	\$53,336.81	\$55,470.28	\$57,689.09	\$59,996.66
4	1	\$54,610.10	\$56,794.50	\$59,066.28	\$61,428.94
4	2	\$55,883.74	\$58,119.09	\$60,443.85	\$62,861.61
4	3	\$57,159.63	\$59,446.02	\$61,823.86	\$64,296.81
4	4	\$58,432.79	\$60,770.10	\$63,200.91	\$65,728.94
5	1	\$59,706.08	\$62,094.32	\$64,578.10	\$67,161.22
5	2	\$60,980.43	\$63,419.65	\$65,956.43	\$68,594.69
5	3	\$62,255.14	\$64,745.35	\$67,335.16	\$70,028.57
6	1	\$64,378.23	\$66,953.36	\$69,631.49	\$72,416.75
6	2	\$66,501.68	\$69,161.75	\$71,928.22	\$74,805.35
6	3	\$68,625.83	\$71,370.86	\$74,225.70	\$77,194.73
7	1	\$70,749.27	\$73,579.24	\$76,522.41	\$79,583.31
7	2	\$72,872.36	\$75,787.25	\$78,818.74	\$81,971.49
7	3	\$74,995.45	\$77,995.27	\$81,115.08	\$84,359.68
8	1	\$77,542.72	\$80,644.43	\$83,870.21	\$87,225.01
8	2	\$80,090.62	\$83,294.24	\$86,626.01	\$90,091.06
8	3	\$82,639.31	\$85,944.88	\$89,382.68	\$92,957.98

SENIOR OFFICERS

Class	Inc	Current	19/06/2010	18/06/2011	30/06/2012
4	1	\$85,261.42	\$88,671.88	\$92,218.75	\$95,907.50
4	2	\$89,115.28	\$92,679.89	\$96,387.09	\$100,242.57
5	1	\$93,253.46	\$96,983.60	\$100,862.94	\$104,897.46
5	2	\$96,733.05	\$100,602.37	\$104,626.47	\$108,811.53
6	1	\$100,176.46	\$104,183.52	\$108,350.86	\$112,684.89
6	2	\$103,491.00	\$107,630.64	\$111,935.87	\$116,413.30
7	1	\$107,636.38	\$111,941.84	\$116,419.51	\$121,076.29
7	2	\$113,106.31	\$117,630.56	\$122,335.78	\$127,229.22
8	1	\$119,237.96	\$124,007.48	\$128,967.78	\$134,126.49
8	2	\$125,865.70	\$130,900.33	\$136,136.34	\$141,581.79
9		\$135,811.94	\$141,244.42	\$146,894.19	\$152,769.96
10		\$152,386.28	\$158,481.73	\$164,821.00	\$171,413.84