



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## MUNICIPAL EMPLOYEES (ADELAIDE CITY COUNCIL) AWARD, 2012

This is a consolidated version of an award of the **South Australian Employment Tribunal** published pursuant to the provisions of the *Fair Work Act 1994*.

### **PART 1 - APPLICATION AND OPERATION OF AWARD**

#### **CLAUSE 1.1 AWARD TITLE**

OPDATE 01:01:2012 on and from

This Award is entitled the Municipal Employees (Adelaide City Council) Award, 2012.

#### **CLAUSE 1.2 ARRANGEMENT**

OPDATE 01:01:2012 on and from

##### **1.2.1 By clause number**

*Clause no. Title*

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**CLAUSE 1.3 ANTI-DISCRIMINATION**

OPDATE 01:01:2012 on and from

- 1.3.1 It is the intention of the respondents to this award to achieve the principal object in s the **Act** 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.
- 1.3.2 Accordingly, in fulfilling their obligations under the dispute settling procedure clause, clause 3.1, the respondents must make every endeavour to ensure that neither the award provision nor their operation are directly or indirectly discriminatory in their effects.
- 1.3.3 Nothing in this clause is to be taken to affect:
- 1.3.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 1.3.3.2 Junior rates of pay until 22 June 2000 or later date determined by the **Commission** in accordance with the **Act**;
- 1.3.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

1.3.3.4 The exemptions in the **Act**.

#### CLAUSE 1.4 DEFINITIONS

OPDATE 01:01:2012 on and from

1.4.1 **Act** shall mean the *Fair Work Act 1994* as amended.

1.4.2 **Award** shall mean the Municipal Employees (Adelaide City Council) Award, 2012.

1.4.3 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this award.

1.4.4 **Employer** shall mean the Corporation of the City of Adelaide.

1.4.5 **Commission** shall mean the Industrial Relations Commission of South Australia.

1.4.6 **Corporation** shall mean the Corporation of the City of Adelaide.

1.4.7 **Union** shall mean those registered organisations as provided for in clause 1.6.1.

1.4.8 **Level** shall mean the classification Level under the salary structure contained in Schedule 1 of this Award.

#### CLAUSE 1.5 DATE THE AWARD STARTS

OPDATE 01:01:2012 on and from

This Award shall operate as and from 1 January 2012.

#### CLAUSE 1.6 SCOPE AND PARTIES BOUND

OPDATE 01:01:2012 on and from

1.6.1 This Award shall be binding upon the Corporation of the City of Adelaide, and the Amalgamated ASU (SA) State Union (known as the Australian Services Union) and its members in all respects.

1.6.2 This Award is binding upon salaried employees whose duties, responsibilities, work description or remuneration are contained within its terms and generally upon employees engaged in work of an administrative, managerial, community, environmental, technical or professional nature.

1.6.3 This Award will cover all employees of the Corporation other than those covered by the Adelaide City Corporation Award and excludes the operation of the South Australian Municipal Salaried Officers Award in relation to all employees of the Corporation.

#### CLAUSE 1.7 SUPERSESSION

OPDATE 01:01:2012 on and from

This Award wholly supersedes the Municipal Officers (Adelaide City Council) Consolidated Award, 1983 and the Municipal Employees (Adelaide City Council) Award, 1998, but no right, obligation or liability accrued or incurred under those awards or variations to them shall be affected by such supersession.

## PART 2 - ENTERPRISE FLEXIBILITY

### CLAUSE 2.1 ENTERPRISE FLEXIBILITY

OPDATE 01:01:2012 on and from

Where the Corporation or employees wish to pursue an agreement at the enterprise or workplace about how the Award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

- 2.1.1 A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.
- 2.1.2 For the purpose of the consultative process the employees may nominate the Union or another to represent them.
- 2.1.3 Where agreement is reached an application shall be made to the **Commission**.

## PART 3 - CONSULTATION AND DISPUTE RESOLUTION

### CLAUSE 3.1 DISPUTE SETTLING PROCEDURE

OPDATE 01:01:2012 on and from

- 3.1.1 In the event of a dispute arising in the workplace, the procedure to be followed to resolve the matter will be as follows:
- 3.1.1.1 The employee and their supervisor meeting and conferring on the matter, and
- 3.1.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior level of management.
- 3.1.1.3 If the matter is still not resolved, a discussion shall be held between a representative of the Local Government Association or other representative of the Corporation and the Union or other employee representative.
- 3.1.1.4 If the matter cannot be resolved, it may be referred to the **Commission**.
- 3.1.1.5 An employee required to attend an Industrial Tribunal to take part in any industrial proceedings, may be granted leave without or with pay for such purposes.
- 3.1.2 In order to facilitate the procedure in 3.1.1:
- 3.1.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem;
- 3.1.2.2 Throughout all stages of the procedure, all relevant facts must be clearly identified and recorded;
- 3.1.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.
- 3.1.3 While parties attempt to resolve the matter, work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.
- 3.1.4 **Redundancy disputes**
- 3.1.4.1 Clauses 3.1.4.2 and 3.1.4.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute). These additional obligations do not apply to employers who employ fewer than 15 employees.
- 3.1.4.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:
- the reasons for any proposed redundancy;
  - the number and categories of workers likely to be affected; and
  - the period over which any proposed redundancies are intended to be carried out.

- 3.1.4.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

### CLAUSE 3.2 BOARDS OF REFERENCE

OPDATE 01:01:2012 on and from

- 3.2.1 A Board of Reference shall be convened on the application of either an employee or by the Corporation to deal with disputes over the correct award classification of an employee covered by this Award, including eligibility for higher duty payments as provided for in clause 5.3.
- 3.2.2 The Board must apply the Award classification criteria in making a determination over any such disputes.
- 3.2.3 The Board shall be constituted by a Chairperson (the Deputy Industrial Registrar for South Australia, or his/her nominee), and two other members, one on nomination by the Corporation and the other on nomination by the Union or the employee where the employee is not a Union member.
- 3.2.4 The Corporation and the employee may be represented before the Board of Reference.
- 3.2.5 The Board shall determine by majority decision any classification matter brought before it and publish the reasons for its determination.
- 3.2.6 The Corporation and the employee or the relevant **Union** may appeal a Board determination to the **Commission**, provided such appeal is lodged with 21 days of the Board Determination.
- 3.2.7 Nothing contained in this clause shall prevent the Corporation, the employee or the relevant **Union** from utilising the Dispute Settling Procedures in clause 3.1 to deal with classification disputes and directly making access to the **Commission** in lieu of an application to a Board of Reference.

### CLAUSE 3.3 NOTICE BOARDS

OPDATE 01:01:2012 on and from

The Corporation shall permit a notice board to be erected at the workplace, or at each discrete part of the workplace, to facilitate communication between the employees and/or their Union.

### CLAUSE 3.4 AWARD ACCESS

OPDATE 01:01:2012 on and from

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



## PART 4 - EMPLOYMENT RELATIONSHIPS

### CLAUSE 4.1 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 on and from

#### 4.1.1 **Appointment and probation**

- 4.1.1.1 All employees shall be on probation for a term of six months from initial engagement.
- 4.1.1.2 At the conclusion of the term of six months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 4.1.1.3 In the light of the assessment the probationary period of the employee on probation may be extended up to a term of nine months and the employee shall be provided with a copy in writing of the assessment.
- 4.1.1.4 Should the probationary period be extended beyond six months, regular monthly assessments shall be made and the employee shall be provided with a copy in writing of the assessment.
- 4.1.1.5 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 the Corporation.

#### 4.1.2 **Casual employment**

- 4.1.2.1 An employee engaged 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 Award for the normal duties involved.

Pursuant to the decision of the Full Commission in the *Casual Loading Case* [[2012] SAIRComm 1], the 20% loading will be increased in accordance with the following:

22% from the first full pay period commencing on or after 1 January 2012;  
23% from the first full pay period commencing on or after 1 July 2012;  
24% from the first full pay period commencing on or after 1 July 2013; and  
25% from the first full pay period commencing on or after 1 July 2014.

- 4.1.2.2 The casual loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable), payment for public holidays not worked.
- 4.1.2.3 No person may be employed as a casual employee for a period longer than twenty consecutive weeks.
- 4.1.2.4 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 Overtime and penalty rates for casual employees shall be applied to the hourly rate which included the loading specified in clause 4.1.2.1.

#### 4.1.2.5 Caring responsibilities

- 4.1.2.5(a) Subject to the evidentiary and notice requirements in 7.10.1.2 and 7.10.1.3(d) 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.
- 4.1.2.5(b) 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.
- 4.1.2.5(c) 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.

#### 4.1.3 **Part-time employment**

In respect of any employee employed on a part-time basis, the provisions of this Award shall, except where otherwise provided, be applied on a pro-rata basis.

#### 4.1.4 **Relationship to the Training and Skills Development Act 2008**

The Corporation shall comply with the terms of the *Training and Skills Development Act 2008*.

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

See Schedule 3 – Supported Wage System.

### **CLAUSE 4.2 TERMINATION OF EMPLOYMENT**

OPDATE 01:01:2012 on and from

#### 4.2.1 **Notice of termination by employer**

- 4.2.1.1 In order to terminate the employment of an employee the employer must give to the employee the period of notice specified in the table below:

<i>Period of continuous service</i>	<i>Period of notice</i>
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 4.2.1.2 In addition to the notice in 4.2.1.1, 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.

- 4.2.1.3 Payment in lieu of the prescribed notice in 4.2.1.1 and 4.2.1.2 must be made if the appropriate notice period is not required to be worked. Provided that 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.

4.2.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and
- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

4.2.1.5 The period of notice in this clause does not apply:

- (a) in the case of dismissal for serious misconduct;
- (b) to apprentices;
- (c) to employees engaged for a specific period of time or for a specific task or tasks;
- (d) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
- (e) to casual employees.

4.2.1.6 Continuous service is defined in clause 8.5.

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

4.2.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

4.2.2.2 If an employee fails to give the notice specified in 4.2.1.1 the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under 4.2.1.4.

#### 4.2.3 **Job search entitlement**

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.

#### 4.2.4 **Transmission of business**

Where a business is transmitted from one employer to another, as set out in Clause 4.2.5 Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

## 4.2.5 Redundancy

### 4.2.5.1 Definitions

- 4.2.5.1(a) **Business** includes trade, process, business or occupation and includes part of any such business.
- 4.2.5.1(b) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 4.2.5.1(c) **Small employer** means an employer who employs fewer than 15 employees.
- 4.2.5.1(d) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 4.2.5.1(e) **Week's pay** means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
- overtime;
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

### 4.2.5.2 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of **redundancy** the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 4.2.5.3 Severance pay

- 4.2.5.3(a) An employee, whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of continuous service:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 <b>weeks' pay</b> *
2 years and less than 3 years	6 <b>weeks' pay</b>
3 years and less than 4 years	7 <b>weeks' pay</b>
4 years and less than 5 years	8 <b>weeks' pay</b>
5 years and less than 6 years	10 <b>weeks' pay</b>
6 years and less than 7 years	11 <b>weeks' pay</b>
7 years and less than 8 years	13 <b>weeks' pay</b>
8 years and less than 9 years	14 <b>weeks' pay</b>
9 years and less than 10 years	16 <b>weeks' pay</b>
10 years and over	12 <b>weeks' pay</b>

\* **weeks' pay** is defined in 4.2.5.1(e).

4.2.5.3(b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

4.2.5.3(c) Application may be made for variation of the severance pay provided for in this clause in a particular **redundancy** situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

#### 4.2.5.4 Employee leaving during notice period

An employee given notice of termination in circumstances of **redundancy** may terminate his/her employment during the period of notice set out in Clause 4.2.1 Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 4.2.5.5 Alternative employment

4.2.5.5(a) An employer, in a particular **redundancy** case, may make application to the **Commission** to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.2.5.5(b) This provision does not apply in circumstances involving **transmission of business** as set in 4.2.5.7.

#### 4.2.5.6 Job search entitlement

4.2.5.6(a) During the period of notice of termination given by the employer in accordance with 4.2.1, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.2.5.6(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.2.5.6(c) The job search entitlements under this clause 4.2.5.6 apply in lieu of the provisions of 4.2.3.

#### 4.2.5.7 Transmission of business

4.2.5.7(a) The provisions of this clause are not applicable where a business is before or after the date of this Award, transmitted from an employer (in this clause 4.2.5.7 called the **transmittor**) to another employer (in this clause 4.2.5.7 called the **transmittee**), in any of the following circumstances:

4.2.5.7(a)(i) Where the employee accepts employment with the **transmittee** which recognises the period of continuous service which the employee had with the **transmittor** and any prior **transmittor** to be continuous service of the employee with the **transmittee**; or

4.2.5.7(a)(ii) Where the employee rejects an offer of employment with the **transmittee**:

- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the **transmittor**; and
- which recognises the period of continuous service which the employee had with the **transmittor** and any prior **transmittor** to be continuous service of the employee with the **transmittee**.

4.2.5.7(b) The **Commission** may vary 4.2.5.7(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

#### 4.2.5.8 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

#### 4.2.5.9 Incapacity to pay

The **Commission** may vary the severance pay prescription on the basis of an employer's incapacity to pay. An application for variation may be made by an employer or a group of employers.

## PART 5 - RATES OF PAY AND RELATED MATTERS

### CLAUSE 5.1 CLASSIFICATION AND RATES OF PAY

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

#### 5.1.1 **Adjustment of rates of pay**

##### 5.1.1.1 Absorption of safety net increases

The rates of pay in this Award include the safety net adjustment payable under the *2018 State Wage Case and Minimum Standard for Remuneration*. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2018 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

##### 5.1.1.2 Economic incapacity applications

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2018 State Wage Case and Minimum Standard for Remuneration* on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

5.1.2 The Corporation 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.

5.1.3 In classifying an employee, the Corporation shall observe the procedure contained in Schedule 2 to apply the appropriate salary level. On initial appointment, the Corporation may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.

- 5.1.3.1 Where an employee disagrees with the classification assigned by the Corporation, he/she may bring the matter for determination through the provisions of Clause 3.1 Dispute Settling Procedure provided that such application is made whilst the employee is in the employment of the Corporation.
- 5.1.4 An employee may, upon written request, have his or her classification reviewed by the Corporation. The review shall be conducted in accordance with the provisions of 5.1.3 and 5.1.3.1.
- 5.1.5 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.
- 5.1.6 Progress through steps in each salary level will be subject to satisfactory performance assessed at least three months before an advancement is due. The process to be followed in assessment of performance is subject to agreement between the Parties.
- 5.1.7 Except where otherwise provided in this Award, an employee shall be entitled to the next step of the salary range of the position he or she holds on the anniversary of his or her appointment to that position.

#### **CLAUSE 5.2 PAYMENT OF WAGES**

OPDATE 01:01:2012 on and from

- 5.2.1 All salaries shall be paid fortnightly where practicable by electronic funds transfer to the bank, building society or credit co-operative account of the employee's choice. For the purpose of calculating the amount payable fortnightly in respect of annual salaries, the annual salaries shall be divided by 26.
- 5.2.2 The employer shall keep adequate time and payment records, together with the details of all deductions that are made from gross salary.
- 5.2.3 For the purposes of calculating the hourly rate, the weekly rate shall be divided by 37.5.

#### **CLAUSE 5.3 HIGHER DUTIES**

OPDATE 01:01:2012 on and from

- 5.3.1 An employee directed by the Corporation 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 Award, shall be paid while he or she is performing such duties not less than:
- 5.3.1.1 The minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
- 5.3.1.2 A salary rate commensurate with the value of the duties he or she is so directed to perform.
- 5.3.2 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.
- 5.3.3 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.



- 5.3.4 Where an employee in receipt of payment prescribed by this clause commenced annual leave or personal leave, he or she shall continue to receive any payment continuously for 3 calendar months or more, immediately preceding the taking of annual or personal leave.
- 5.3.5 Where an employee in receipt of a payment prescribed by this clause continues to perform the duties entitling the employee to such payment outside ordinary working hours, the employee shall receive any overtime payment entitlement pursuant to this Award based on the salary rate of the higher position.

#### **CLAUSE 5.4 ALLOWANCES**

OPDATE 01:07:2018 1<sup>st</sup> pp on or after (cl. 5.4.2)

##### **5.4.1 Availability allowance**

- 5.4.1.1 This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours, and the expression **availability duty** means availability in accordance with such instructions.
- 5.4.1.2 An employee instructed to carry out availability duty shall receive in addition to the salary otherwise payable, an amount equal to 10% of the hourly rate for each hour or part thereof that the employee is required to themselves in readiness.
- 5.4.1.3 Notwithstanding anything else contained in this clause, right is reserved for the parties principal to reach agreement on a package of conditions in lieu of, but not less than, the provisions of this clause together with the provisions of the Award as a whole.

##### **5.4.2 First aid allowance**

- 5.4.2.1 Where the Corporation requires an employee to hold and act upon a first aid certificate an allowance of \$14.30 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.
- 5.4.2.2 The payment shall be paid to casual and regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$14.30 per week in any one working week.
- 5.4.2.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 5.4.2.4 Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the Corporation. (This includes the renewal of certificates).

##### **5.4.3 Meal breaks and meal allowance**

- 5.4.3.1 Subject to the application of the provisions as otherwise stated in this Award and except as provided in clause 5.4.3.3, if an employee is required to work after 6.30 p.m. on Monday to Friday inclusive, or after 1.30 p.m. on a Saturday, Sunday or Public Holiday (providing such employee commenced work prior to 11.00 a.m. on such Saturday, Sunday or Public Holiday), the employee shall be allowed \$15.60 for a meal and a further \$15.60 if required to work on until after 6.30 p.m. on such Saturday, Sunday or Public Holiday, in addition to any overtime payment to which the employee may be entitled; provided that such payment need not be made if the employee can reasonably return home for such a meal.
- 5.4.3.2 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 hours, and the employee is unable to return home for that meal, an allowance of \$15.60 shall be paid.

5.4.3.3 Parking Inspectors employed on permanent night-force operations and required to work overtime for more than one and one-half hours on any one shift, shall be allowed \$15.60 for a meal.

5.4.4 **Motor vehicle allowance**

5.4.4.1 Where an employee provides his/her vehicle on or in connection with the business of the Corporation, he/she shall be paid an allowance of \$1.00 per kilometre and the Corporation shall provide Employers' Liability Insurance cover at no cost to the employee.

5.4.4.2 An employee shall be entitled to have his/her motor driver's licence paid by the Corporation (or the cost reimbursed) in circumstances where the requirement for the employee to drive a motor vehicle or motor cycle is a normal and regular feature in the performance of his/her ordinary duties.

5.4.5 **Telephone allowance**

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

5.4.6 **Study leave allowance**

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.

## **PART 6 - HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS**

### **CLAUSE 6.1 ORDINARY HOURS OF WORK**

OPDATE 01:01:2012 on and from

- 6.1.1 The ordinary hours of work of a full-time employee shall not exceed 37.5 per week or eight per day.
- 6.1.2 The ordinary hours of work are to be worked between the span 7.30 a.m. - 6.30 p.m. Monday to Friday inclusive.
- 6.1.3 There shall be a lunch break of between 30 and 60 minutes each day to be taken between 12 noon and 2.00 p.m. Any alteration to the actual length of the luncheon break currently in operation shall be subject to mutual agreement between the Parties.
- 6.1.4 There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day, taken at the employees place of work.
- 6.1.5 Where the duties of any employee can not be worked during the span of hours in clauses 6.1.1 and 6.1.2, a written agreement between the employee and the Corporation setting out the details of the work arrangement shall be signed and held by the Corporation and employee.
- 6.1.6 The hours of duty for employees who regularly exercise direct control over employees and/or contract staff who are not covered by this Award, shall be the same as those persons they supervise. A conditions package may be negotiated between the Parties to the Award to compensate for different hours to those normally worked under this Award.
- 6.1.7 The ordinary hours of duty for Parking Inspectors shall be worked between 8.00 a.m. and 6.00 p.m. with a break of not less than a half-hour nor more than one hour for lunch between 12 noon and 2.00 p.m.
- 6.1.8 The span of hours for Parking Inspectors employed in permanent night force shall be 4.00 p.m. to 2.00 a.m. Monday to Friday inclusive, the 2.00 a.m. referring to two hours past midnight on Friday midnight. A meal break of 3/4 of an hour (45 minutes) shall be allowed each shift.
- 6.1.9 Parking Inspectors employed on permanent night force operations as defined in 6.1.8, shall be paid an additional amount of 25% for such hours worked.

### **CLAUSE 6.2 OVERTIME**

OPDATE 01:01:2012 on and from

- 6.2.1 The provisions of this clause shall only apply to those employees classified up to Level 7 Step 2, inclusive.
- 6.2.2 All work performed in excess of the ordinary hours of duty per week as defined in 6.1.1 or outside of the span of hours as defined in 6.1.2 on any day Monday to Friday inclusive, shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 6.2.3 Subject to the application of 6.1.9 of the previous clause, any employee who is required to work on a Saturday shall be paid at the rate of time and one-half for the first three hours up to 12 noon and double time thereafter, with a minimum payment of three hours at the appropriate overtime rate.

- 6.2.4 Any employee who is required to work on a Sunday shall be paid at the rate of double time with a minimum payment of four hours work at the appropriate overtime rate.
- 6.2.5 All time worked on a public holiday as defined by clause 7.11 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of four hours work at the appropriate overtime rate.
- 6.2.6 Employees classified at Level 6 step one or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 6.2.7 The Corporation and the employee may agree to a suitable employment package to take account of work, which 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.
- 6.2.8 Any employee shall attend meetings of the Corporation, whether meetings of the Corporation or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

### **CLAUSE 6.3 REST PERIOD AFTER OVERTIME**

OPDATE 01:01:2012 on and from

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: 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 the employer must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten hours.

### **CLAUSE 6.4 TIME OFF IN LIEU OF OVERTIME**

OPDATE 01:01:2012 on and from

By mutual agreement between the employee and the Corporation, at a time convenient to both, time-off may be taken in lieu of overtime payment as follows:

- 6.4.1 Such time-off shall be either:
- 6.4.1.1 Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
- 6.4.1.2 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.

### **CLAUSE 6.5 CALL OUT**

OPDATE 01:01:2012 on and from

- 6.5.1 An employee recalled to work overtime, whether notified before or after leaving the Corporation premises and who returns to their home on completion of such overtime work, shall be paid for a minimum of four hours work at the appropriate rate for each time that employee is so recalled. Provided that the employee shall not be required to work for the period for which they are entitled to be paid pursuant to this clause 6.5.1 if the work such employee is recalled to perform is completed in a shorter period.
- 6.5.2 Any period of overtime work less than four hours duration for which a minimum payment is provided under clause 6.5.1, shall not be taken into account for the purposes of clause 6.3.

## **PART 7 - TYPES OF LEAVE AND PUBLIC HOLIDAYS**

### **CLAUSE 7.1 ANNUAL LEAVE**

OPDATE 01:01:2012 on and from

- 7.1.1 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.
- 7.1.2 Parking Inspectors employed on permanent night-force operations, shall be entitled to five weeks leave for each completed continuous twelve months service on such night operations.
- 7.1.3 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.
- 7.1.4 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).
- 7.1.5 The annual leave entitlement in 7.1.1 and 7.1.2 shall be taken within two years of becoming due. This period may be extended by agreement between the employer and employee.
- 7.1.6 Notwithstanding the provisions of 7.1.1, an employer may allow annual leave to an employee before the right thereto has accrued 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.
- 7.1.6.1 Where leave has been granted to an employee pursuant to this clause 7.1.6 before the right thereto has accrued 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 7.12.

### **CLAUSE 7.2 ANNUAL LEAVE LOADING**

OPDATE 01:01:2012 on and from

- 7.2.1 In addition to the payment for annual leave as prescribed by clause 7.1, all employees shall be entitled, when such annual leave entitlement becomes due, 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.
- 7.2.2 Provided that employees whose annual salary is in excess of the salary payable to level 5, Step 3 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 5, Step 3.

7.2.3 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 7.2.1 this clause in respect of any annual leave credit for which the payment prescribed by 7.2.1 has not been paid, subject to the following condition:

7.2.3.1 The employee must have been in the continuous employment of the Corporation for a minimum period of twelve months.

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

### **CLAUSE 7.3 BEREAVEMENT LEAVE**

OPDATE 01:01:2012 on and from

7.3.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 4.1.2.5.

#### **7.3.2 Paid leave entitlement**

An employee is entitled to up to 3 ordinary days bereavement leave on each occasion of the death or serious illness in Australia of either a wife, husband, father and mother (of either employee or spouse), brother, sister, child, step child, or any household member.

Proof of such death shall be furnished by the employee to the satisfaction of the Corporation, if so requested, provided that more favourable terms of leave may be granted by the Corporation if satisfied in any particular case that the leave authorised by this condition is inadequate.

7.3.2.1 Provided, however, that such leave may also be granted in the case of grandparents and grandchildren, where the Corporation is satisfied that such leave is warranted, having regard to the particular circumstances.

#### **7.3.3 Unpaid bereavement leave**

An employee may take unpaid bereavement leave by agreement with the employer.

### **CLAUSE 7.4 LONG SERVICE LEAVE**

OPDATE 01:01:2012 on and from

Long service leave shall be in accordance with the S.A. *Long Service Leave Act 1987*.

### **CLAUSE 7.5 MILITARY SERVICE**

OPDATE 01:01:2012 on and from

7.5.1 An employee who is a member of the emergency military forces shall have all absences compulsorily required for such service counted as part of his/her continuous service for all purposes, excluding payment of salary.

7.5.2 Notwithstanding the provisions of clause 7.5.1, the Corporation may at its discretion grant make-up of pay to an employee for such absences as are compulsorily required.

### **7.6 PARENTAL LEAVE**

OPDATE 01:01:2012 on and from

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.

### 7.6.1 Definitions

- 7.6.1.1 For the purposes 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 had previously lived continuously with the employee for a period of six months or more.
- 7.6.1.2 For the purposes of this clause **spouse** includes a de facto or former spouse.
- 7.6.1.3 For the purpose of this clause **employee** includes a part-time, part-time and **eligible casual employee**, but does not apply to other casual employees.
- 7.6.1.4 An **eligible casual employee** means a casual employee:
- 7.6.1.4(a) 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
  - 7.6.1.4(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 7.6.1.5 For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

### 7.6.2 Basic entitlement

- 7.6.2.1 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.
- 7.6.2.2 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:
- 7.6.2.2(a) For maternity and paternity leave, an unbroken period of one week at the time of the birth of the **child**;
  - 7.6.2.2(b) For adoption leave, an unbroken period of up to three weeks at the time of placement of the **child**.
- 7.6.2.3 An **eligible casual employee** employed by their current employer, on or prior to 1 January 1998, shall be entitled to parental leave under the term of the Award as of 14 June 2002.
- 7.6.2.4 An **eligible casual employee** employed on or after 14 June 2002 shall be entitled to parental leave under the term of the Award as of 14 June 2003.
- 7.6.2.5 Variation of parental leave
- Where an employee takes leave under clause 7.6.2.1 or 7.6.3, unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clauses 7.6.2 and 7.6.3.

### 7.6.3 Right to request

7.6.3.1 An employee entitled to parental leave pursuant to the provisions of clause 7.6.2 may request the employer to allow the employee:

7.6.3.1(a) To extend the period of simultaneous unpaid parental leave provided for in clauses 7.6.2.2(a) and 7.6.2.2(b) up to a maximum of eight weeks;

7.6.3.1(b) To extend the period of unpaid parental leave provided for in clause 7.6.2.1 by a further continuous period of leave not exceeding 12 months;

7.6.3.1(c) To return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

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

#### 7.6.3.3 Employees request and the employers decision to be in writing

The employees request and the employers decision made under clauses 7.6.3.1(b) and 7.6.3.1(c) must be recorded in writing.

#### 7.6.3.4 Request to return to work part-time

Where an employee wishes to make a request under clause 7.6.3.1(c), 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.

### 7.6.4 Maternity leave

7.6.4.1 An employee will provide to the Corporation at least ten weeks in advance of the expected date of commencement of parental leave:

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

7.6.4.1(b) Written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and

7.6.4.1(c) 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.

7.6.4.2 Subject to clause 7.6.2, and unless agreed otherwise between the Corporation and the employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

7.6.4.3 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**, the Corporation may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.



- 7.6.4.4 Where the pregnancy of an employee terminates after 27 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 personal leave in lieu of, or in addition to, special maternity leave.
- 7.6.4.5 Where leave is granted under clause 7.6.2, during the period of leave an employee may return to work at any time, as agreed between the Corporation and the employee provided that time does not exceed four weeks from the re-commencement date desired by the employee.

#### 7.6.5 Paternity leave

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

- 7.6.5.1 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; and
- 7.6.5.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 7.6.5.3 Except in relation to leave taken simultaneously with the child's mother under clauses 7.6.2.2(a) and 7.6.2.2(b) a statutory declaration stating:
- (a) He will take that period of paternity leave to become the primary care-giver of a **child**;
  - (b) Particulars of any period of maternity leave sought or taken by his spouse; and
  - (c) That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 7.6.5.4 An employee may take paternity leave without giving ten weeks notice if: -
- (a) The birth of the **child** occurs earlier than expected, or
  - (b) The mother of the child dies or
  - (c) Other compelling circumstances arise.

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

#### 7.6.6 Adoption leave

- 7.6.6.1 The employee will notify the Corporation 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.
- 7.6.6.2 Before commencing adoption leave, an employee will provide the Corporation with a statutory declaration stating:
- (a) The employee is seeking adoption leave to become the primary care-giver of the **child**;

- (b) Particulars of any period of adoption leave sought or taken by the employee's **spouse**; and
- (c) That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

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

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

#### 7.6.7 **Variation of period of parental leave**

Unless agreed otherwise between the Corporation and the 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.

#### 7.6.8 **Parental leave and other entitlements**

7.6.8.1 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 7.6.3.

7.6.8.2 Where an employee not then on parental leave, suffers illness related to her pregnancy, she may take any accrued personal 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 personal leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 7.6.3.

#### 7.6.9 **Transfer to a safe job**

7.6.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Corporation deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commence of maternity leave.

7.6.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave.

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

7.6.10.1 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 for the leave.

7.6.10.2 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 7.6.9, the employee will be entitled to return to the position they held immediately before such transfer.

7.6.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

7.6.10.4 An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave."

7.6.10.5 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.

#### 7.6.11 Replacement employees

7.6.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

7.6.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 7.6.12 Return to former position

7.6.12.1 An employee who has had at least twelve months continuous service with the Corporation 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.

7.6.12.2 Nothing in 7.6.12.1 shall prevent the Corporation from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

#### 7.6.13 Effect of part-time on continuous service

Commencement on part-time work under this subclause and return from part-time work to full-time work under this clause 7.6.13, shall not break the continuity of service or employment.

#### 7.6.14 Pro rata entitlements

Subject to the provisions of this clause 7.6.14 and the matters agreed to in accordance with clause 4.1.3, part-time employment shall be in accordance with the provisions of this Award which shall apply pro rata.

#### 7.6.15 Transitional arrangements - annual leave

7.6.15.1 An employee working part-time under this subclause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this 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 sub-clause.

7.6.15.2 A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

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

#### **7.6.16 Transitional arrangements - personal leave**

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

#### **7.6.17 Part-time work agreement**

7.6.17.1 Before commencing a period of part-time employment under this subclause the employee and the Corporation shall agree.

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

7.6.17.2 The terms of this agreement may be varied by consent.

7.6.17.3 The terms of this agreement or any variation to it shall be reduced in writing and retained by the Corporation. A copy of the agreement and any variation to it shall be provided to the employee by the Corporation.

7.6.17.4 The terms of this agreement shall apply to the part-time employment.

#### **7.6.18 Termination of employment**

Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause 7.6.18, or while working full-time after transferring from part-time work under this clause, 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 rate basis.

#### **7.6.19 Extension of hours of work**

The Corporation 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 7.6.17.

#### **7.6.20 Nature of part-time work**

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 Award.

#### **7.6.21 Replacement employees**

7.6.21.1 A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause 7.6.21.

- 7.6.21.2 A replacement employee may be employed part-time. Subject to clause 7.6.21.1, clauses 7.6.20, 7.6.13, 7.6.14, 17.6.15, 7.6.16, 7.6.17, 7.6.18 shall apply to the part-time employment of replacement employee.
- 7.6.21.3 Before the Corporation engages a replacement employee under 7.6.20 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 7.6.21.4 Nothing in this clause 7.6.21 shall be construed as requiring the Corporation to engage a replacement employee.

#### **7.6.22 Communication during parental leave**

- 7.6.22.1 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:
- 7.6.22.1(a) 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
  - 7.6.22.1(b) 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.
- 7.6.22.2 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.
- 7.6.22.3 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 7.6.22(a).

### **CLAUSE 7.7 PERSONAL LEAVE (PERSONAL INJURY OR SICKNESS)**

OPDATE 01:01:2012 on and from

- 7.7.1 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of twelve days per annum. Any personal leave not taken shall accumulate from year to year.
- 7.7.1.1 Provided that in the first year of service, an employee's personal leave entitlement shall accrue on the basis of 1.73 hours for each completed one week of service.
- 7.7.2 Subject to clause 7.7.3, the personal 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 the Corporation, he/she produces 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 personal leave.
- 7.7.3 An employee shall be allowed a maximum aggregate of five days personal leave per annum without a medical certificate, provided that for any period of personal 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 Corporation.

- 7.7.4 Where an employee falls sick or suffers an injury while on annual leave (including additional days such as award holidays taken pursuant to the Award with annual leave) and forwards to the Corporation 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 council 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 one working days duration.
- 7.7.4.1 Subject to personal leave credits, the period of certified incapacity shall be paid for and debited as personal leave.
- 7.7.5 A local government employee shall be entitled to carry personal 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, but such credits shall not be available until personal 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 personal leave granted in accordance with this sub-clause.
- 7.7.5.1 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.

#### **CLAUSE 7.8 TRADE UNION TRAINING LEAVE**

OPDATE 01:01:2012 on and from  
Refer to Clause 8.7 Reserved Matters.

#### **CLAUSE 7.9 JURY SERVICE**

OPDATE 01:01:2012 on and from

- 7.9.1 A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
- 7.9.1.1 The employee notifies the Corporation as soon as possible of the date(s) involved in jury service;
- 7.9.1.2 The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
- 7.9.1.3 The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the council;
- 7.9.1.4 The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 7.9.2 Jury service shall count as service for all purposes of the Award.

**CLAUSE 7.10 PERSONAL LEAVE (TO CARE FOR AN IMMEDIATE FAMILY OR HOUSEHOLD MEMBER)**

OPDATE 01:01:2012 on and from

**7.10.1 Use of personal leave**

7.10.1.1 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 clause 7.10.1, any personal leave entitlement for absences to provide care and support for such persons when they are ill.

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

7.10.1.3 The entitlement to use personal leave in accordance with this clause 7.10.1 is subject to:

7.10.1.3(a) The employee being responsible for the care of the person concerned; and

7.10.1.3(b) The person concerned being either:

- (i) a member of the employee's **immediate family**; or
- (ii) a member of the employee's household.

7.10.1.3(c) the term **immediate family** includes:

- (i) 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
- (ii) 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.

7.10.1.3(d) The employee shall, wherever practicable, give the Corporation 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 Corporation by telephone of such absence at the first opportunity on the day of absence.

**7.10.2 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.

**7.10.3 Annual leave**

7.10.3.1 Notwithstanding the provision of this clause, an employee may elect, with the consent of the Corporation, to take annual leave in single day periods not exceeding five days in any calendar year at a time or times agreed between them.

7.10.3.2 Access to annual leave, as prescribed in paragraph 7.12.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

7.10..3 An employee and the Corporation 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.

7.10.4 **Make-up time**

An employee may elect, with the consent of the Corporation, 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 Award.

**CLAUSE 7.11 PUBLIC HOLIDAYS**

OPDATE 01:01:2012 on and from

7.11.1 All employees shall be entitled to the following public holidays without any deduction of pay:

7.11.1.1 Any day prescribed as a holiday by the South Australian *Holidays Act 1910* (as amended) and any other days which may from time to time be proclaimed as public holidays in the State of South Australia.



## PART 8 - MISCELLANEOUS

### CLAUSE 8.1 TIME RECORD

OPDATE 01:01:2012 on and from

The Corporation 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.

### CLAUSE 8.2 PROTECTIVE CLOTHING AND UNIFORMS

OPDATE 01:01:2012 on and from

8.2.1 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.

8.2.2 An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires a uniform to be worn.

### CLAUSE 8.3 COUNCIL ELECTIONS

OPDATE 01:01:2012 on and from

8.3.1 Returning officers, deputy returning officers, presiding officers and poll clerks shall be paid, in the case of returning officer, the rate applicable to a Level 5, Step 2, in the case of deputy returning officer the rate applicable to a Level 3, Step1, in the case of presiding officer the rate applicable to a Level 3, Step 4 and in the case of poll clerk the rate applicable to a Level 1, Step 3.

8.3.2 The provisions of Clause 6.2 Overtime shall not apply. All time worked subject to this clause on election days, outside the hours specified in clause 6.1.2, shall be paid at the rate of time and a half.

### CLAUSE 8.4 SUPERANNUATION

OPDATE 01:01:2012 on and from

The Corporation must make superannuation contributions in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth) and as necessary to ensure that the Corporation is not subject to the charge under the *Superannuation (Administration) Act 1992* (Cth).

### CLAUSE 8.5 CONTINUOUS SERVICE

OPDATE 01:01:2012 on and from

#### 8.5.1 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 Award.
- (b) absence of the employee from work for any cause by leave of the Corporation.
- (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 Corporation with the intention of avoiding any obligation imposed by the Award, 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 Corporation 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.

#### 8.5.2 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 employees 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 the employee off without pay.

#### **CLAUSE 8.6 TRAVELLING EXPENSES**

OPDATE 01:01:2012 on and from

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

#### **CLAUSE 8.7 RESERVED MATTERS**

OPDATE 01:01:2012 on and from

Study Leave and Trade Union Training Leave are reserved matters and will be reviewed by the parties following the Full Bench decision in the matter re: Australian Public Service Award.

**SCHEDULE 1 – SALARY STRUCTURE**OPDATE 01:07:2018 1<sup>st</sup> pp on or after

<i>Classification Level</i>	<i>Step</i>	<i>\$ Per annum</i>
1	1	43,294
	2	44,476
	3	45,526
	4	46,574
	5	47,486
2	1	48,533
	2	49,583
	3	50,631
	4	51,337
3	1	52,052
	2	53,161
	3	54,302
4	1	55,478
	2	56,691
	3	57,801
5	1	59,086
	2	60,380
	3	61,636
6	1	63,509
	2	65,458
	3	67,483
7	1	69,645
	2	71,781
	3	74,057
8	1	76,430
	2	78,893
9	1	84,192
	2	84,192

## **SCHEDULE 2 - CLASSIFICATION STRUCTURE**

OPDATE 01:01:2012 on and from

### **CLAUSE S2.1 EXPLANATION OF CRITERIA FACTORS**

#### **Overview**

This section provides for a broad generic description of the essential factors required of a particular work level. It is intended that factors mentioned in one level of the criteria are also included in ensuing levels even though they may not be specifically mentioned.

#### **Qualifications/experience**

This section refers to the formal educational qualifications or deemed equivalent experience considered essential to the particular work level.

#### **Knowledge**

This section relates to the theoretical and/or practical understanding required to satisfactorily undertake the particular tasks and functions.

#### **Responsibility/accountability**

This section refers to the extent of control or authority demanded by the position, the complexity of the tasks required to be undertaken and the associated responsibilities and the degree of accountability for actions and decisions.

#### **Skills/human relationships**

This section refers to the essential skills including human relationship skills, which the incumbent must have to fulfil the position requirements of the particular work level including the ability to practically apply knowledge gained.

#### **Judgement/problem solving**

This section refers to the need or otherwise to make distinctions and exercise discernment and the knowledge and techniques needed to be exercised in the solving of problems in the workplace.

### **CLAUSE S2.2 CLASSIFICATION EVALUATION CRITERIA**

#### **LEVEL 1**

##### **Overview**

These positions generally prescribe standardised work routines, clearly defined objectives and performance outcomes that are readily observable and are able to be monitored. Positions at this level have no supervisory responsibility for others. Positions at this level will generally develop and change in accordance with the experience and competence of employees.

##### **Qualifications/experience**

Generally incumbents will have year 11 education standard. Working towards an industry qualification. Previous experience not essential.

**Knowledge**

Specific knowledge not generally required for entry to this level. However, in some occupations within this level, an acceptable degree of personal maturity may be required and/or a demonstrated aptitude for the particular occupational setting including equipment operation, will be required for entry.

As the incumbent gains experience in this work level they need to have sufficient knowledge to demonstrate proficiency in the application of standardised procedures and practices.

Incumbents will have a developing knowledge of work practices and policies in the relevant work area.

**Responsibility/accountability**

Freedom to act is limited by standards and procedures and by the nature of the work. The tasks to be undertaken are generally routine in nature which are dictated to a large degree by prescribed standards and procedures. Limited scope to exercise discretion and initiative.

Effect of decisions and actions taken are limited to the localised work group or function.

Accountable for quality, quantity and timeliness of own work and for care of assets entrusted to them.

Exercise duty of care consistent with Occupational Health and Safety legislation.

Work under specific direction. Work is closely monitored with instruction and assistance being readily available.

No supervisory responsibilities.

**Skills/human relationships**

Basic literacy and numerical skills. Basic oral/written communication and/or technical skills.

Relate with other staff and clients regarding the day-to-day operating functions/tasks. More experienced employees will provide basic guidance and advice to new/less experienced staff.

Basic skills in managing time and planning and organising one's own work within prescribed time frames, priorities and procedures.

**Judgement/problem solving**

Incumbents at this level have little scope to exercise judgement and problem solving responsibilities because their tasks are repetitive and problems are routine in nature. The tasks have clearly prescribed standards and procedures. However, within the parameters of those standards and procedures, incumbents may exercise judgement and problem solving.

## **LEVEL 2**

### **Overview**

Positions at this level require a thorough knowledge of the standard procedures or practices and require the exercise of more significant initiative and discretion within the parameters of those procedures and practices. Positions at this level may require the exercise of supervisory skills. The freedom to act is limited by standards and procedures. Nevertheless, staff at this level should have sufficient freedom to plan their work.

### **Qualifications/experience**

If base level position generally no previous experience is required, however may require for some positions formal qualifications below degree level e.g., post trade certificate or equivalent.

If non-base level position will generally require appropriate relevant experience and may require formal qualifications below degree level and completion of appropriate level of industry qualification.

### **Knowledge**

Incumbents at this level will have sufficient knowledge of the procedures and practices, policies, Acts and Regulations used within their local work group or function. Such knowledge will enable the incumbent to undertake other than the routine functions and responsibilities for that work group.

The knowledge required for entry to this level will be generally gained through completion of formal educational qualifications or extensive on-the-job training.

Incumbents in a supervisory position should have an understanding of basic personnel practices.

### **Responsibility/accountability**

Freedom to act limited by standards and procedures and by the nature of the work. The tasks to be undertaken, although dictated to a large degree by prescribed standards and procedures are generally routine in nature but allow for the exercise of initiative and discretion.

Effect of decisions and actions taken are generally limited to localised work group or function.

Accountable for quality, quantity and timeliness of their own work and of those that they supervise (if relevant) and for care of assets entrusted to them.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Works under general direction. Works under routine supervision without close guidance. Instruction and assistance is still readily available.

May have first level supervisory responsibilities. Supervisory positions at this level require the incumbent to supervise, co-ordinate and plan the work of others, to determine priorities within the work group and monitor outcomes.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of basic research/analytical/technical skills. Basic oral skills with ability to communicate to a range of staff/clients. Interpretative skills. Relate and provide guidance and advice to other staff and clients. May require supervisory skills.

Skills in managing own time and planning and organising one's own work within determined priorities and procedures. Some flexibility to organise one's priorities on routine/basic tasks. Supervisors will manage time and plan and organise the work of others where such work is essentially routine/basic in nature.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems within their local work area or functional unit which are not of a minor or routine nature by selecting solutions from a limited range of alternatives. A limited degree of judgement and initiative is required in achieving the desired outcome.

## **LEVEL 3**

### **Overview**

Positions at this level require previous experience and/or practical knowledge and skills in order to undertake work which requires interpretation and a more detailed knowledge of standard procedures or practices.

Incumbents may also be required on occasions to be involved in a range of work functions and contribute to interpretation of matters for which there are no clearly defined precedents.

### **Qualifications/experience**

Completed industry qualification or may require formal qualifications below degree level. This will be the entry point for positions for which a degree qualification is essential.

Significant relevant experience. Where this is the entry point level for degree positions, no experience is required.

### **Knowledge**

Incumbents at this level should have a sufficient working knowledge gained through extensive on-the-job training to an equivalent standard or through completion of formal educational qualification (including an industry qualification). Incumbents need to be proficient in the application of standard procedures and practices, have a sound knowledge of operational methods within the work area and have an understanding of relevant Acts, Regulations, policies, precedents and practices. The incumbent should be able to undertake routine and non-routine functions and responsibilities not necessarily confined to their local work group or function. Incumbents in a supervisory position should have an understanding of personnel practices. Incumbents require an understanding of the function of their position in an organisation context.

### **Responsibility/accountability**

Freedom to act limited by standards and procedures and by the nature of the work. The tasks to be undertaken, although dictated to a large degree by prescribed standards and procedures, are not generally routine in nature and allow for the regular exercise of initiative and discretion. Positions at this level may require incumbents to occasionally deal with unusual situations that may arise from time to time although assistance and advice is generally available.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

Supervisory positions at this level require the incumbent to supervise, co-ordinate and plan the work of others, to determine priorities within the work group and monitor outcomes.

At this level, decisions and actions on routine matters can be taken which affect the local work group or functional area. In the case of decisions and actions which affect other work groups or functions, these decisions and actions will generally need to be referred to a supervisor. Incumbents at this level may recommend initiatives and developments which impact on the section. With the exception of positions at this level which are at the base graduate entry level, these positions will generally enable incumbents to work under limited direction and with minimal supervision.

Graduate entry officers will generally work under clear direction and routine supervision.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills. Oral skills and numerical skills. Relate and provide guidance and advice to other staff and clients. May require supervisory skills including counselling.

Skills in managing own time and planning and organising one's own work within determined priorities and procedures. Some flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems which are non-routine in nature and which may extend beyond the incumbent's local work area or function. The incumbent may be required to determine a range of alternatives and select the desired outcome from that range.

The use of judgement and initiative is required in achieving outcomes at this level.

## **LEVEL 4**

### **Overview**

Positions at this level may supervise resources and/or provide advice to or regulate clients and/or give support to more senior staff. In positions where the prime responsibility is for resource supervision, the freedom to act is governed by clear objectives and/or budgets, frequent prior consultation with more senior staff and a regular reporting mechanism to ensure adherence to plans. In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to close supervision or to clear guidelines. In positions where the prime responsibility is to provide direct support and assistance to more senior staff, the freedom to act is not limited simply by standards and procedures.

### **Qualifications/experience**

Completed industry qualification or may require formal qualifications up to and including degree level.

Significant relevant experience. If degree level required, appropriate relevant experience.

### **Knowledge**

Incumbents at this level would have a considerable knowledge gained through completion of formal educational qualifications and extensive on-the-job training. Incumbents need to be proficient in the application of procedures and practices and have a practical understanding of relevant Acts, Regulations, policies, precedents and practices. The incumbent would be required to undertake functions and responsibilities which extend beyond their local work group or function. Incumbents in supervisory positions should have a knowledge of relevant personnel practices.



Specialists require an understanding of the underlying principles in the relevant disciplines. Incumbents require an understanding of the function of their position in an organisational context.

### **Responsibility/accountability**

Work at this level is not generally limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to occasionally deal with unusual situations that may arise from time to time although assistance and advice may not be readily available. Incumbents at this level assist in the development of routine policy and the establishment of practices and procedures for routine matters.

Incumbents with supervisory responsibilities are accountable for ensuring that all subordinate staff are trained in safe working practices and in safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

At this level decisions and actions on routine matters can be taken which affect the section. In the case of decisions and actions which affect other sections, these decisions and actions will generally need to be referred to a supervisor. Incumbents at this level may recommend initiatives and development which impact on other sections.

Incumbents at this level will allocate resources, ascertain training needs and recommend appropriate training plans and ensure that the work area has in place sound and effective human resource policies and practices. Incumbents at this level may assist in long term staff planning.

Positions at this level enable incumbents to work under limited direction and with minimal supervision.

### **Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where there is no clearly established precedents or practices.

Interpretative skills relating to matters for which there is no clearly established procedure or practices.

Skills in managing own time and planning and organising one's own work within broad parameters. Some flexibility to organise one's priorities.

Supervisors will manage time and plan and organise work of others. May be required to negotiate with individuals and agencies on behalf of the section.

### **Judgement/problem solving**

Incumbents at this level may be required to resolve problems which are non-routine in nature and which may extend beyond the incumbents immediate work area or function. The incumbent may be required to determine a range of alternatives and select the desired outcome from that range. In determining and selecting the alternatives the incumbent does not always have the benefit in non-routine matters, of precedents or accepted practice. The use of judgement and initiative is required in achieving outcomes at this level.

## **LEVEL 5**

### **Overview**

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives and/or budgets with a regular reporting mechanism to ensure adherence to plans. The effect of decisions and actions taken at this level is usually limited to the quality or cost of the programs and projects being managed.

In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to regulations and policies and regular supervision.

Positions at this level may manage resources and/or assist in the development of policy. Where they are, the work is usually of an investigative and analytical nature with the freedom to act prescribed by a more senior position.

### **Qualifications/experience**

May have formal qualifications at degree level and relevant experience or may have formal qualifications less than degree level and extensive relevant experience.

Incumbents at this level will generally have supervisory experience.

### **Knowledge**

Incumbents at this level require knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training. Incumbents will have a knowledge of departmental programs, policies and activities and a thorough knowledge of the role of the Corporation's structure and services, an understanding of the long term goals of the functional unit in which the position is placed and the relevant policies of both the unit and the wider organisation.

### **Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to regularly deal with unusual situations.

Incumbents at this level may be responsible for the development and establishment of policies, practices and procedures for routine matters. At this level decisions and actions on significant matters can be taken which affect the section. In the case of decisions and actions which affect other sections, these decisions and actions will generally need to be referred to a more senior officer. May recommend initiatives and developments which impact on other sections.

The effect of decisions and actions may impact on the division and, on occasions, may impact on a departmental basis.

Incumbents at this level will allocate resources, ascertain training needs and recommend appropriate training plans and ensure that the work area has in place sound and effective human resource policies and practices. Incumbents at this level may assist in long term staff planning. Incumbents with supervisory responsibilities are accountable for ensuring that subordinate staff are trained in safe working practices and in the safe operations of equipment and are made aware of all occupational health and safety policies and procedures. Incumbents at this level may be responsible to ensure Occupational Health, Safety and Welfare programs, policies and practices for the work area or functional unit are effective.

Positions at this level enable incumbents to work under limited direction and with minimal supervision.

**Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where such task is complex in nature and where there is no clearly established precedents or practices. Display leadership and interpersonal skills. Demonstrated skills to motivate others to achieve objectives.

Interpretative skills relating to matters for which there is no clearly established procedure or practices.

Skills in managing own time and planning and organising one's work within broad parameters. Some flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others. Negotiate with individuals and agencies on behalf of the section.

**Judgement/problem solving**

Positions at this level generally require that incumbents regularly exercise judgement and problem solving in their day-to-day functions.

The complexity of the problems in the workplace are such that the incumbent may be required to determine and select from a wide range of alternatives relating to the method, process or tools to be used to achieve the desired outcome. The use of judgement and initiative is required in achieving outcomes at this level.

Incumbents at this level will be required to review existing policies and contribute to policy formulation.

**LEVEL 6****Overview**

Positions at this level may manage resources and/or provide advice to or regulate clients and/or participate in the development of policy.

In positions where the prime responsibility is for resource management, the freedom to act is governed by clear objectives, policies and/or budgets with a regular reporting mechanism to ensure adherence to plans.

In positions where the prime responsibility is to provide specialist advice to clients or to regulate clients, the freedom to act is subject to professional and regulatory review.

In the few positions where the prime responsibility is in policy development, the work may be of an investigative, analytical or creative nature, with the freedom to act prescribed by a more senior position.

**Qualifications/experience**

May require formal qualifications at degree level and substantial relevant experience or may have formal qualifications less than degree level and extensive relevant experience. Incumbents at this level will generally have supervisory experience.

**Knowledge**

Incumbents at this level require considerable knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training. Some positions at this level, particularly those where the primary function is to manage resources, require a familiarity with relevant budgeting and accounting techniques and financial procedures. All positions required an understanding of the long term goals of the division in which the position is placed and of the relevant policies of both the division and the wider organisation. Incumbents will display a knowledge of relevant personnel practices and policies. Incumbents will display specialised knowledge in the particular work discipline.

**Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the regular exercise of initiative and discretion and will require incumbents to regularly deal with unusual situations. Incumbents at this level may be involved in policy development and the establishment of practices and procedures for other than routine matters.

The effect of decisions and actions may impact on the division and may extend on a departmental wide basis.

Incumbents at this level may be responsible for long term staff planning including resource allocation, training plans/needs and ensure that the work area has in place, sound/effective human resource policies and practices. Incumbents at this level are generally responsible to ensure the Occupational Health Safety and Welfare program, policies and practices for the work area are effective.

Positions at this level enable the incumbents to work under minimal direction and supervision. Generally, the incumbents work within broad project/functional/financial parameters and are responsible for the management of such activity which normally would be complex in nature.

Incumbents at this level will contribute to divisional plans and objectives. Incumbents at this level may be required to initiate and write committee and council reports.

**Skills/human relationships**

Prepare reports/correspondence and/or undertake any task requiring the exercise of research/analytical/technical skills where such task is complex in nature and where there is no clearly established precedents or practices. Interpretative skills relating to complex matters for which there is no clearly established precedents or practices.

Skills to communicate effectively with members of management.

Display high level leadership and high level interpersonal skills. Display management skills. Demonstrated skills to motivate others to achieve objectives.

Skills in managing own time and planning and organising one's own work. Flexibility to organise one's priorities. Supervisors will manage time and plan and organise work of others. Incumbents at this level will exercise skills of longer term planning, ability to anticipate and assess future organisation needs etc. Incumbents at this level will display high level team building skills and have the ability to motivate others in the workplace to achieve the required objectives.

Negotiate with individuals and agencies at a senior level on behalf of the section.

**Judgement/problem solving**

Positions at this level are essentially about problem solving. The nature of the problems and issues are complex requiring the incumbent to exercise a range of techniques based upon theory and/or established process/precedents. On occasions the problems encountered will have no precedent requiring the incumbent to exercise significant judgement and initiative in determining the solution.

Incumbents will be required to formulate solutions to complicated problems.

Incumbents will be required to review existing policies and contribute to policy formulation.

**LEVEL 7****Overview**

Positions at this level may provide specialist or technical advice to/or regulate clients. Incumbents will contribute to policy development that may affect the section and/or department.

Freedom to act is governed by policies, objectives and budgets with a regular reporting mechanism to ensure adherence to plans.

In positions where the prime responsibility is to provide specialist/technical advice to/or regulate clients, the freedom to act is subject to professional and regulatory review.

If undertaking policy development, the work will be of an investigative, analytical or creative nature.

**Qualifications/experience**

May require formal qualifications at degree level and substantial relevant experience or may have formal qualifications less than degree level and extensive relevant experience. Where relevant, incumbents at this level will have some management experience.

**Knowledge**

Incumbents at this level require thorough knowledge gained through completion of formal educational qualifications and/or extensive on-the-job training.

Where relevant, incumbents will possess a sound knowledge of human resources policies and procedures.

Incumbents will have a thorough knowledge of goals and vision of the Section.

Where relevant, incumbents will have a thorough knowledge of resource allocation, planning, budgeting and financial procedures.

**Responsibility/accountability**

Work is not limited by prescribed standards and procedures. The tasks undertaken will require the high exercise of initiative and discretion in all aspects of the work. Resolving unusual situations is a regular feature of the work.

Positions at this level will be responsible for policy development and the establishment of practices and procedures for other than routine matters.

The effect of decisions and actions may impact on the division and may extend on a departmental wide basis.

Incumbents at this level will be accountable for working under minimal supervision and achieving outcomes under broad project/functional/financial parameters of a complex nature.

Incumbents at this level will contribute to divisional plans and objectives.

### **Skills/human relationships**

Incumbents at this level will have highly developed leadership and interpersonal skills. It is essential that they possess sound analytical/research skills.

Incumbents will have highly developed planning skills and have the ability to assess relevant future needs to meet the objectives of the position.

Incumbents will have well developed negotiation skills to be able to deal effectively with management, elected members and external agencies. In addition, they will have the ability to resolve conflict situations.

Those incumbents who are deemed to be specialists will be expected to represent the Corporation at a senior level.

### **Judgement/problem solving**

Positions at this level are essentially about problem solving. The range of problems and issues are extensive requiring the incumbent to exercise a varied range of techniques to achieve resolution.

Incumbents will be required to determine solutions to complex problems.

High levels of initiative, accountability, analytical skills, organisational skills and planning will be required by incumbents at this level.

Where relevant, incumbents will demonstrate leadership skills and will effectively manage resources under their control. The impact of any decision taken, may impact across the Department.

## **LEVEL 8**

### **Overview**

Positions at this level may manage resources in a major operational and/or a regulatory or specialist advisory unit and develop policy that may impact on the Section or Department.

Incumbents will be required to make significant decisions which will impact across the Corporation and will have to deal on an on-going basis with senior members within the Corporation and external representatives.

Incumbents will be accountable for the quality, effectiveness, cost and timeliness of the programmes and project(s) under their control.

### **Qualifications/experience**

Positions at this level may require formal qualifications up to and including degree level or completed industry qualification.

Incumbents at this level must have extensive specialist experience to support Departmental operations.

**Knowledge**

Positions at this level will require comprehensive knowledge of the operations of a particular specialist unit and an understanding of the unit's impact on the Section or Division's operations.

Incumbents will possess a thorough working knowledge of human resource policies and procedures.

Incumbents will possess a thorough specialised and/or technical knowledge in a particular work discipline.

**Responsibility/accountability**

Positions at this level will work within broad management parameters, undertaking work of a complex nature.

Incumbents will ensure that operational/policy changes are implemented within the Section and on occasions, the Division. Incumbents may be responsible for planning, resource allocation, training needs of subordinates and other human resources initiatives.

This position may be responsible for the leadership and direction of a specific operational unit.

Positions at this level are accountable for specialist advice on policies, practices and procedures that have primary impact on the Section and/or the Division and on occasion across the Corporation.

The position may be primarily accountable for the quality, timeliness and cost effectiveness of a substantial work area.

**Skills/human relationships**

Incumbents at this level will possess high level research/analytical/technical skills when undertaking complex tasks where there are no clearly established precedents or practices.

It is essential that incumbents have a high level of interpretative skills and highly developed project management skills.

Incumbents at this level will possess highly developed negotiation skills to effectively deal with a broad range of employees, management and external agencies. They will also possess highly developed communication, presentation and conflict resolution skills.

**Judgement/problem solving**

Positions at this level are about solving problems that may have implications across the Department. The nature of issues and problems are complex, requiring incumbents to use a range of techniques to resolve them.

Incumbents will have to use significant judgement and initiative in determining solutions to complex problems for which there will be no precedent. In determining solutions to difficult strategic problems, incumbents will be required to use originality and creativity. Resultant solutions to problems may have long term effects on the Section.

Incumbents will make significant decisions without reference to a more senior employee and may exercise considerable judgement to identify issues with organisational implications.

## **LEVEL 9**

### **Overview**

Positions at this level will have sole responsibility for the management of resources in a specialist unit and develop and implement policies that will impact on the Section, Department, Division and at times, the Corporation.

Incumbents will be responsible for the quality, effectiveness, cost and timeliness of the specialist unit.

### **Qualifications/experience**

Positions at this level may require formal qualifications up to and including degree level or completed industry qualification.

Incumbents at this level must have relevant management and/or specialist experience to support Department and/or Corporation operations.

### **Knowledge**

Incumbents at this level may require comprehensive knowledge of resource allocation, planning, budgeting and financial procedures and their impact on the Section, Division, Department and at times, the Corporation's operations.

### **Responsibility/accountability**

Positions at this level will work within an environment with limited management parameters.

The position may be responsible for the implementation of operational policy changes within the Sections. And/or Divisions and on occasions, the Corporation. Decisions made may impact on the Division, the Department and/or the Corporation.

Positions at this level will be accountable for specialist advice on policies, practices and procedures that will have impact on Sections, Divisions, Departments and may have impact on the Corporation.

The position will be accountable for the quality, timeliness and cost effectiveness of a specialist unit.

### **Skills/human relationships**

Incumbents at this level will possess comprehensive research/analytical/technical skills, engaged in undertaking complex tasks.

It is essential that incumbents have comprehensive interpretative skills.

Incumbents will possess comprehensive negotiation skills to effectively deal with a broad range of employees, management and external agencies, with impact across the Section, Division, Department and at times, the Corporation.

### **Judgement/problem solving**

Positions at this level are about solving problems that will have impact across the Section, Divisions, departments and may impact across the Corporation. The nature of issues and problems are complex, requiring incumbents to use a range of techniques to resolve them.

Incumbents will have to use significant judgement and initiative in determining solutions to complex problems for which there will be no precedent.



In determining solutions to difficult strategic problems, incumbents will be required to use originality and creativity. Solutions may have long term effects on Sections and may impact across the Corporation.

Incumbents will often make significant decisions without reference to more senior employees.

Incumbents may exercise considerable judgement to identify issues with organisational implications.

### **CLAUSE S2.3 STUDY LEAVE FOR CLASSIFICATION PROGRESSION**

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 Award classification structure.

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

## SCHEDULE 3 – SUPPORTED WAGE SYSTEM

OPDATE 01:07:2018 1<sup>st</sup> pp on or after

### CLAUSE S3.1 DEFINITIONS

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 Award. In the context of this clause, the following definitions will apply:

- (a) **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in “[Supported Wage System: Guidelines and Assessment Process]”.
- (b) **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**.
- (c) **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.
- (d) **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**.

### CLAUSE S3.2 ELIGIBILITY CRITERIA

- S3.2.1 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 Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S3.2.2 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 Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- S3.2.3 These conditions do not apply in respect of facilities, programs, undertakings, services or the like, which receive funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

### CLAUSE S3.3 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 Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause 4.1.5(c))</i>	<i>% of prescribed Award rate</i>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$86.90 per week).

- \* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

### CLAUSE S3.4 ASSESSMENT OF CAPACITY

For the purpose of establishing the percentage of the award 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:

- (a) the parties to the Award, in consultation with the employee or, if desired by any of these;
- (b) the Corporation and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

### CLAUSE S3.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S3.5.1 All **assessment instruments** under the conditions of this clause, including the appropriate percentage of the award rate to be paid to the employee, shall be lodged by the employer with the Registrar of SAET.

S3.5.2 All **assessment instruments** shall be agreed and signed by the parties to the assessment, provided that where a **Union** which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the **Union** by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

### CLAUSE S3.6 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**.

**CLAUSE S3.7 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 Award paid on a pro rata basis.

**CLAUSE S3.8 WORKPLACE ADJUSTMENT**

The Corporation, when 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.

**CLAUSE S3.9 TRIAL PERIOD**

- S3.9.1 In order for an adequate assessment of the employee's capacity to be made, the Corporation 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.
- S3.9.2 During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
- S3.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$86.90 per week.
- S3.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- S3.9.5 Where the Corporation and an 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 S3.4.

**APPLICATIONS FILED**

<i>File No</i>	<i>Description</i>
<b>03830/2011</b>	<b>NEW AWARD</b> New Award made. Oupdate 01/01/2012.
<b>03660/2012</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2012. Oupdate ppc 26/09/2012.
<b>04006/2012</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.4 Allowances re work related & expense related allowances. Oupdate ppc 26/09/2012.
<b>03048/2013</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2013. Oupdate ppc 01/07/2013.
<b>04282/2014</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2014. Oupdate ppc 01/07/2014.
<b>06444/2015</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2015. Oupdate ppc 01/07/2015.
<b>03213/2016</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2016. Oupdate ppc 01/07/2016.
<b>03342/2017</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2017. Oupdate ppc 01/07/2017.
<b>04387/2018</b>	<b>AWARD VARIATION</b> Award varied. Cl. 5.1 Classification & Rates of Pay, Cl. 5.4.2 First Aid Allowance, Sch. 1 Salary Structure, Sch. 3 Supported Wage System re SWC 2018. Oupdate ppc 01/07/2018.