

CITY OF CAMPBELLTOWN EMPLOYEE COLLECTIVE AGREEMENT NO 6, 2009

File No. 05958 of 2009

This Agreement shall come into force on and from 19 October 2009 and have a life extending for a period of thirty-six months therefrom.

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



DATED 19 OCTOBER 2009.

A handwritten signature in black ink, appearing to read "P9MCM", is written over a horizontal line.

COMMISSION MEMBER



1. TITLE

This Agreement shall be known as the City of Campbelltown Employee Collective Agreement No 6, 2009.

2. ARRANGEMENT

Clause	Title
1.	Title
2.	Arrangement
3.	Anti-Discrimination
4.	Definitions
5.	Date and Period of Operation, Parties Bound
6.	Relationship to Parent Award and Previous Agreement
7.	Objectives and Intent
8.	Single Bargaining Unit
9.	Structural Change
10.	Job Security
11.	Job Sharing
12.	Grievance Procedures
13.	Dispute Procedures
14.	Disciplinary Process
15.	Poor Performance Process
16.	Employee Representatives
17.	Employment Relationships
18.	Work Flexibility
19.	Training
20.	Termination of Employment
21.	Classification Levels
22.	Salary Increase and No Extra Claims
23.	Payment of Wages
24.	Higher Duties
25.	Allowances
26.	Working Hours
27.	Penalty Rates on Ordinary Time
28.	Overtime
29.	Rest Period After Overtime
30.	Time Off In Lieu of Overtime
31.	Call Out
32.	Absorption of Tea Breaks
33.	Call Out Arrangements – General Inspectors
34.	Annual Leave
35.	Annual Leave Loading
36.	Compassionate Leave
37.	Long Service Leave
38.	Parental Leave
39.	Personal Leave
40.	Unpaid Carer's Leave
41.	Additional Leave
42.	Extended Carer's/Professional Development Leave
43.	Purchased Leave



44.	Study Leave
45.	Public Holidays
46.	Occupational Health and Safety
47.	Protective Clothing and Uniforms
48.	Superannuation
49.	Salary Sacrifice
50.	Jury Service
51.	Continuous Service
52.	Recovery of Monies by Council
53.	Grace Days
54.	Trade Union Training Leave
55.	Negotiation of a Further Agreement
56.	Signatories
Appendix A	Classification Structure
Appendix B	Key Performance Indicators
Appendix C	Salary Schedule: General Officers
Appendix D	Annualisation of Library Salaries
Appendix E	Salary Schedule: Senior Officers
Appendix F	Glossary of Terms

3. ANTI-DISCRIMINATION

- 3.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 3.2 Accordingly, in fulfilling their obligations under the Dispute Procedures clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 3.3 Nothing in this clause is to be taken to prevent a matter referred to in 3.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.

4. DEFINITIONS

'Agreement' shall mean City of Campbelltown Employee Collective Agreement No 6, 2009.

'Council' shall mean the Corporation of the City of Campbelltown.

'Employee' shall mean any person employed by the City of Campbelltown whose, but for the provisions of this Agreement, would have been covered by the Municipal Officers (SA) Award, 1998, to the exclusion of the Chief Executive Officer, General Manager Urban Services, General Manager Community Services, General Manager Corporate Services, Group Manager Infrastructure and Environment and Manager Organisational Development.

'Employer' shall mean the Corporation of the City of Campbelltown.

"Immediate Family or Household Member" shall mean:

- Spouse or Partner (including same sex partners, de-facto spouse)
- Child (including an adult child, adopted child, stepchild, foster child, or an ex-nuptial child)
- Parent/guardian, partner's parents, step-parent
- Grandparent, grandchild
- Sibling or stepsibling of an employee
- A member of the household
- Person you are a nominated carer for

'Management Executive Group' comprises the following Council officers:

- Chief Executive Officer
- General Manager Urban Services
- General Manager Community Services
- General Manager Corporate Services
- Group Manager Infrastructure & Environment
- Manager Organisational Development

'Salary', for the purpose of salary maintenance in Clause 10 shall mean total income including superannuation payment, use of vehicle, regular overtime, allowances.

'Union' shall mean the Australian Municipal, Administrative, Clerical and Services Union known as the Australian Services Union (ASU)

5. DATE AND PERIOD OF OPERATION, PARTIES BOUND

This Agreement shall operate from the date of approval by the South Australian Industrial Relations Commission and shall remain in force for three (3) years,

This Agreement shall be binding on the employees and the Council.

6. RELATIONSHIP TO PREVIOUS AGREEMENT

6.1 This Agreement supersedes the Campbelltown City Council Employee Collective Agreement No 5, 2006.

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

7. OBJECTIVES AND INTENT

7.1 This Agreement provides the vehicle for management and employees to work positively together to provide a more productive local government environment, resulting in gains to the Council, the employees and the local community.

7.2 The parties recognise that the present economic environment, competitive pressures, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity, efficiency and flexibility in the day to day operations of the Council. This Agreement provides the vehicle for this to occur with gains to the Council, the employees and the local community.

7.3 The Objectives of this agreement include:

- Value and Quality Services for ratepayers, residents and shareholders in the community.
- The development of a skilled, flexible, informed and appropriately resourced workforce.
- Increased accountability for customer service and management of resources at all levels of the organisation.
- Implementing changes necessary to work toward best practice. A participative and consultative process of productivity improvement and performance measurement.
- Development of initiatives to enhance job satisfaction.
- A safe and healthy working environment.

7.4 Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for more flexible working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that the Council becomes a more efficient organisation.

8. SINGLE BARGAINING UNIT

8.1 The Single Bargaining Unit (SBU) shall consist of equal numbers of Employee Representatives and management nominees of the Chief Executive Officers as agreed between the parties from time to time.

8.2 "Employee Representatives" shall mean an employee subject to this Agreement and elected by the employees. Their role is to represent the interests of employees during communication, consultation and negotiation with Council on workplace bargaining.

8.3 One or more of the parties may convene the SBU throughout the period of this Agreement. The role of the SBU is to provide a forum for consultation to discuss the interpretation of this Agreement.

9. STRUCTURAL CHANGE

9.1 Introduction – Change within the Council

The parties acknowledge that change may take place in the Council particularly through the implementation of more efficient and effective work practices and arrangements and also recognise that structural change is a process that may initially place strain upon the staff and resources of the Council.

It should be noted that structural change could occur without any resulting redundancies. For example, departmental responsibilities may be re-organised without any staff changes. However, where redundancies do result from structural change, the redundancy provisions of this Agreement will apply.

9.2 Principles

The Council agrees to abide by the following principles when undergoing a process of structural change:

- a) Communication with all staff during the change process, through Employee Representatives;
- b) Support for staff who may be having difficulty with the process;
- c) Opportunities for staff to provide feedback within a reasonable period of time throughout the process;
- d) The principle of natural justice will apply to all decisions regarding structural change;
- e) The Council is not required to disclose confidential information disclosure of which, when looked at objectively, could be against the Council's interest.

9.3 Responsibility

Under the provisions of the *Local Government Act 1999* (SA), the responsibility for the Council and its staffing lays with the Chief Executive Officer.

9.4 Circumstances

Circumstances that may lead to structural change may include:

- a) Circumstances imposed by another level of Government;
- b) A direction from Council;
- c) A review process with recommendations for change;
- d) The movement of key staff from the Council, or
- e) A change in emphasis on services provided by the Council.

These circumstances have the potential to significantly affect employees and may include:

- a) termination of employment;
- b) major changes in the composition, operation or size of the employer's workforce or in the skills required;
- c) the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- d) the alteration of hours of work;
- e) the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

9.5 Initial Process

Employees will be consulted when circumstances that may lead to changes are being investigated/discussed, before a final decision is made. The following steps will be taken:

- a) Consultation will occur on an individual, departmental or organisational basis (whichever is most appropriate).
- b) Staff being consulted will be informed (using individual meetings, group meetings, email, telephone calls as appropriate) of the possible change and the reason for it and implications arising from the change.
- c) The discussions must commence as early as practicable, with a minimum timeframe for this consultation to occur within four (4) weeks.

9.6 Final Process

If it is determined that a structural change process is required, the following steps will be taken:

- a) All staff will be informed (using individual meetings, group meetings, email, telephone calls as appropriate) of the proposed change and the reason for it and implications arising from the change.
- b) The workplace representative will be informed of the change and the reason for it and any implications arising from the change.
- c) Staff will be given the opportunity to provide feedback on the proposed change. The Management Executive Group will consider the feedback. Any changes made to the proposal as a result of the feedback will be communicated to staff and the Union.
- d) If the proposed structure results in redundancies, the change will proceed in accordance with clause 10 of this Agreement. If the proposed structure does not result in redundancies, the Management Executive Group will implement the change. If redundancies are involved the process will be handled by the Chief Executive Officer.

10. JOB SECURITY

10.1 Job Security

10.1.1 Where an organisational change occurs, the Council shall consider practical ways of mitigating any adverse effects of the change on employees through discussions involving the employees and their representatives. There shall be no forced redundancies as a result of any change process either internally or through arrangements with other councils during the life of this Agreement. Without limiting the range of options for consideration the discussions may cover transferring to alternative (available) suitable work, retraining or a negotiated Voluntary Separation Package (VSP).

10.1.2 The means of adjustment in situations where an organisational change results in positions being no longer required will be dealt with in the following way:

- Natural attrition
- Redeployment to a position of the same classification level
- Redeployment to a position of lower classification level with salary maintenance.
- Voluntary Separation Package.

10.2 Employees may seek a Voluntary Separation Package at any stage of the process of Redeployment

10.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-redeployment position.

10.2.2 After examining all options, if it is agreed by the parties that redeployment to such a position is not feasible, an employee may be redeployed into a position of lower classification level of the employee's substantive classification stream in accordance with this Agreement on the following basis:

- the employee must agree to the redeployment (or alternatively enter into negotiations over an appropriate VSP);
- the employee will, as a matter of priority, be provided with training to assist the re-deployee into the new position;
- the employee's salary shall be frozen until the salary of the new classification level equals the employee's pre-redeployment classification level;
- within the first three (3) months of an employee commencing duties in a redeployed position, the employee may enter into negotiations over a VSP;

- Council may also initiate VSP negotiations with a redeployee after the initial three (3) month redeployment period where it has become apparent that the employee's performance has proved unsatisfactory.

10.3 Voluntary Separation Packages (VSP)

Where positions are identified as redundant, an employee may seek a voluntary separation package based on the following:

- 10 weeks notice of termination, or payment in lieu of notice;
- Three (3) weeks severance payment for every year of continuous service in Local Government (up to a total of 104 weeks);
- Pro-rata Long Service Leave will be paid; and
- Council shall reimburse an employee up to 10% of an employee's annual salary for expenses incurred by the employee to gain other employment. This may include the provision by an external organisation of such things as education and training, counselling, job seeking and preparation of resumes and job applications, or any other assistance agreed between the employer and the employee.

11. JOB SHARING

11.1 Job sharing provides employees seeking part-time employment with an opportunity to undertake duties of a full time nature whilst ensuring continuity in performance by the incumbents co-operating and maintaining strong communication links with each other. It provides career opportunities to employees which would not typically be available and gives the employer another option for replacement during short-term absences. It provides flexibility in employment and can be mutually beneficial to the employer and employees.

11.2 Both parties recognise these advantages and seek to give every consideration to proposals for job sharing.

12. GRIEVANCE PROCEDURES

In the event of an employee having a workplace grievance the following procedure shall apply:

12.1 It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.

12.2 Employee(s) will, in the first instance, seek to resolve any grievance with the relevant supervisor/manager. If the employee wishes, he or she may involve an Employee Representative (as defined in clause 8.2) in attempting to resolve the dispute. Conversely, the supervisor/manager should seek to resolve any dispute with the employees concerned.

Where the matter cannot be resolved, the employee (and/or Employee Representative) shall refer the matter to the manager/Chief Executive Officer. The parties shall complete this part of the process within 14 days of the grievance first being notified.

12.3 If the matter is not resolved at that stage, any of the parties may refer the matter to the Chief Executive Officer if not already involved.

12.4 The Manager Organisational Development or Employee Representative may become involved in dealing with the grievance at any stage.

13. DISPUTE PROCEDURES

13.1 When an industrial dispute (or likely dispute) arises the matter shall (as soon as practicable) be discussed between the employee and his/her representative (if he/she requests one) and the manager or his or her nominee.

13.2 Should the matter remain unresolved, the Employee Representative will raise the matter with the Chief Executive Officer and Manager Organisational Development (together with the manager or his or her nominee) as the circumstances dictate.

13.3 Should the matter remain unresolved:

13.3.1 Either party may notify the South Australian Industrial Relations Commission of the dispute and seek conciliation proceedings;

13.3.2 If conciliation does not achieve resolution, the matter may be referred to arbitration;

13.3.3 While the matter is being handled in accordance with these procedures the parties agree that work will continue as normal providing that the health, welfare and safety of employees are not at risk.

14. DISCIPLINARY PROCESS

14.1 In interviews involving serious misconduct, an employee shall be advised of their right to have a representative of their choice present.

14.2 The following conditions apply in respect of the formal discipline process covering misconduct. The Council, however, reserves the right to apply summary dismissal where serious misconduct or serious and wilful negligence has occurred.

14.3 Where an employee is to receive a formal reprimand they shall be advised of their right to have an Employee Representative accompany them to the interview.

14.4 Except where an employee engages in conduct justifying summary dismissal, an employee shall be entitled to two (2) formal reprimands which shall be in writing and a copy placed on the employee's file. The employee shall sign the copy to indicate that he or she is aware of its existence on the file and be given an opportunity to make a written response which shall be placed with the reprimand.

14.5 If, after a period of three (3) years from the date of the last reprimand there have been no further reprimands, then the reprimands will be removed from the employee's file.

15. POOR PERFORMANCE PROCESS

15.1 The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair opportunity (over a reasonable period of time) to improve work performance. It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency. Suitable counselling and training measures shall be utilised in order to achieve positive outcomes.

15.2 Notwithstanding the principles outlined in 15.1, where poor performance has been identified by a manager, the following process will be adhered to:

15.2.1 A performance appraisal will be undertaken and the manager will document, in a letter to the employee concerned, the specific area(s) of poor performance.

15.2.2 A meeting comprised of the employee, the Employee Representative (if requested by the employee), the relevant manager and the Manager Organisational Development will be convened for the following reasons:

15.2.2.1 For the manager to outline the details of the unsatisfactory performance.

15.2.2.2 To give the employee the opportunity to respond.

15.2.3 Based on all the relevant information the Chief Executive Officer and Manager Manager Organisational Development will determine if further action is required.

15.2.4 If further action is required, the employee will be notified in writing of the following:

15.2.4.1 The specific area of poor and unsatisfactory performance;

15.2.4.2 Clear and specific performance measures for work standard expected of the employee;

15.2.4.3 A review date of three (3) months;

15.2.4.4 The opportunity to develop and individual training plan with the relevant manager to address issues of concern over the three (3) month period;

15.2.4.5 If an employee is at an annual incremental step, other than the final annual incremental step within a classification level, an additional three (3) months satisfactory service will be required before the employee becomes entitled to an annual increment as per this Agreement;

Or, if an employee is at the final annual incremental step for a classification level, salary will be reduced to the previous incremental step for a period of three (3) months or, at the choice of the employee, a penalty will be payable for a period of three (3) months equal to the difference between the previous incremental step and the final incremental step;

15.2.4.6 Subject to the satisfactory performance over the three (3) month review period as determined by the relevant manager, Manager Organisational Development and Chief Executive Officer, the employee's incremental level will revert to the previous incremental level at the end of this review period;

Or, if the employee has chosen the option to pay a penalty, the penalty will cease at the end of this review period.

15.3 Where the Council is of the view that the continued poor performance could lead to dismissal, the employee must be given prior written advice of that fact and a fair and proper opportunity to improve as outlined in clause 15.1 and 15.2.

16. EMPLOYEE REPRESENTATIVES

16.1 The employees who are subject to this Agreement will elect Employee Representatives. The role of Employee Representatives is to represent the interest of the employees during communication, bargaining and negotiation with Council.

16.2 The parties agree that Employee Representatives may undertake the following tasks in fulfilment of their duties to the employees:

16.2.1 Holding discussions with employee members about matters pertaining to work related issues.

16.2.2 For the purpose of carrying out the functions under Sub-clause 16.2.1 the Employee Representative shall be afforded reasonable time to discuss employment related matters.

- 16.2.3 Individual discussions between employee(s) and the Employee Representative will occur, where practicable in non-working hours. However, in justifiable circumstances, such discussions may occur during normal working hours with the consent of the relevant Manager. In the absence of the relevant Manager discussions may occur provided that the relevant Manager is advised at the earliest opportunity thereafter.
- 16.2.4 To assist the Employee Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the worksite to him or her and will provide agreed reasonable facilities to enable the Employee Representative(s) to carry out his/her role including access to telephones, interview rooms and/or secure place to keep relevant material.

17. EMPLOYMENT RELATIONSHIPS

17.1 Employment Categories

- 17.1.1 All employees shall be on probation for a term of three (3) months from initial engagement with the employer.
- 17.1.2 At the conclusion of the three (3) month probationary term, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 17.1.3 In the light of the assessment, the probationary period of the employee on probation may be extended up to a term of six (6) months and the employee shall be provided with a copy in writing of the assessment.
- 17.1.4 Should the probationary period be extended, regular monthly assessments shall be made.
- 17.1.5 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 Council.

17.2 Casual Employment

- 17.2.1 The maximum number of hours to be worked annually by casual staff members shall be in accordance with the following:
 - a) A staff member engaged for a period of 1300 hours or less in any year may be engaged as a casual on an hourly contract of employment and such officer shall be entitled to be paid a loading of 20% in addition to the appropriate salary prescribed under this Agreement for the normal duties involved.

However, the provisions relating to annual leave, paid personal leave, paid bereavement leave, public holidays, and probationary or permanent employment shall not apply to a casual staff member.

- b) A staff member, other than a full time staff member, employed for more than 1300 hours in a year shall be engaged as a part-time staff member, unless the Council and the respective employee otherwise agree. Any such agreement shall be in writing and a copy kept by both parties to the Agreement.
- c) A casual staff member shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside the span of hours or in excess of the normal hours of work provided for in this Agreement.
- d) Overtime rates for casual officers shall be applied to the hourly rate inclusive of the 20% loading.

17.3 Part Time Staff Members

- 17.3.1 Any employee employed on less than the established full-time hours for Council may be engaged as a part-time employee. The provisions of this Agreement shall apply on a pro-rata basis to any such employee.
- 17.3.2 The parties recognise that there may be valid reasons for the normal working hours of a part-time staff member to be varied. Since the usual reasons for seeking part-time employment are because of other commitments, any variation must be mutually agreed to by the part-time staff member and department manager.
- 17.3.3 Part-time staff members shall be entitled to overtime payments for work performed in excess of 38 hours per week, eight (8) hours per day or outside the span of hours.
- 17.3.4 Part time employees will be entitled to the pro rata accrual of entitlements apart from annual increment which will be on the basis of completed calendar years of service..

17.4 Fixed Term Employment

- 17.4.1 Council may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- 17.4.2 Council may engage an employee in circumstances other than those provided for in 17.4.1 where the employee agrees to employment for a fixed term.

17.4.3 A written agreement setting out the terms and conditions of the contract including the nature of the duties and the employee's classification under this Agreement shall be signed by the Council and the employee.

17.4.4 Upon appointing an employee on a fixed term contract, the employer shall notify the Single Bargaining Unit forthwith as to:

- (i) The nature of the fixed term contract;
- (ii) The duration of the fixed term contract.

17.5 Local Area Workplace Agreements

17.5.1 The parties agree that Local Area Workplace Agreements (LAWAs) may be negotiated and implemented during the life of this Agreement. LAWAs are workgroup specific and recognise work practices and requirements that are substantially different to the workforce at large. LAWAs will be negotiated with the work area and shall be submitted as a variation to this Agreement, to be lodged with the South Australian Industrial Relations Commission in accordance with the Act.

18. WORK FLEXIBILITY

18.1 Provided that work can be safely undertaken, an officer(s) may be required to perform work outside of their normal job description having regard to their skills, competency and capacity to perform the work. This may involve duties within another stream, work of a lower classification or work at a higher level, with higher duties in accordance with this Agreement.

18.2 Provided, however, that in the career interests of the officer concerned and, subject to agreement between the officer and the appropriate department managers, the officer may voluntarily undertake higher duty activities in order to gain additional skills/experience without the need to pay higher duties. Such occasions are envisaged to be short-term, and the officer would not be replacing another officer who is absent on leave, nor would the officer undertake responsibility for the totality of the position.

19. TRAINING

19.1 To ensure that customer service is not disrupted, compulsory out of hours training for employees may be required on an occasional basis (i.e. not more than on three (3) occasions per annum). Clause 28 does not apply to compulsory training.

19.2 The Council proposes that such training may occur on any working day after normal hours or Saturdays, provided that the length of training shall not exceed four (4) hours, to be paid at the normal hourly rate or, if preferred by the employee, taken as time in lieu on an hour-for-hour basis at a mutually agreed time.

19.3 A minimum of two (2) weeks notice will be given in respect of the need to attend such a training course.

19.4 When training is required on a Saturday, Council will provide "in house" crèche facilities, provided that at least 14 days prior to the date of the training, sufficient employees indicate their intention to use such a facility. In circumstances where the number of persons seeking to use crèche facilities does not warrant the provision of crèche facilities, the department manager will negotiate individual arrangements with any employee who has indicated a need for crèche facilities.

20. TERMINATION OF EMPLOYMENT

20.1 Notice of Termination by Employer

20.1.1 In order to terminate the employment of an employee, Council must give the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
One year or less	One week
More than one year but less than three years	Two weeks
More than three years by less than five years	Three weeks
More than five years	Four weeks

20.1.2 In addition to the notice under 20.1.1, employees over 45 years of age at the time of the giving of notice with not less than two (2) years continuous service, are entitled to an additional week's notice.

20.1.3 Payment in lieu of the prescribed notice in 20.1.1 and 20.1.2 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 notice and by the Council making payment for the remainder of the period of notice.

20.1.4 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 Council 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:

- The employee's ordinary hours of work (even if not standard hours); and
- The amounts ordinarily payable to the employee in respect of those hours, including allowance, loading and penalties; and
- Any amounts payable under the employee's contract of employment.

20.1.5 The period of notice does not apply:

- In the case of dismissal, for serious misconduct or serious and wilful negligence;
- To apprentices;
- To employees engaged for a specific period of time or for a specific task or tasks;
- To trainees whose employment under a traineeship agreement or an approved traineeship is for a specific period or is, for any other reason, limited to the duration of the agreement;
- To casual employees; or
- Probationary employees.

20.2 Notice of Termination by Employee

Classification Level	Period of notice
General Officer – Level 1 - 5	Two weeks
General Officer – Level 6 – 8	Three weeks
Senior Officer – Level 1 – 10	Three weeks

20.3 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.

21. CLASSIFICATION LEVELS

21.1 Council retains the right to appoint new staff at base levels as appropriate in accordance with Appendix A of this Agreement.

21.2 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Appendices B, C and D of this Agreement and will include for salary purposes relevant prescribed allowances.

21.3 The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.

In classifying an employee, an employer shall observe the procedure contained in Appendix A of this Agreement to apply the appropriate salary level. On initial appointment, an employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.

21.4 An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of 21.1.3.

21.5 Where an employee is reclassified, it shall be done on a 'point-to-point' basis, ie 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.

22. SALARY INCREASE AND NO EXTRA CLAIMS

22.1 The Agreement provides for the following wage increases:

22.1.1 5% per annum, effective 31 August 2009 (payable after approval of the Agreement).

22.1.2 From the first full pay period after the 31 August 2010, employees will receive a further 2.5% per annum, or an increase equivalent to the Consumer Price Index as applies for All Groups Adelaide for the 12 month period ending 30 June 2010 as issued by the Australian Statistician, whichever is the greater.

22.1.3 From the first full pay period after the 31 August 2010, employees may receive 1.5% per annum, subject to the achievement of the targets detailed in Appendix B. The SBU will meet at least 1 month prior to this time to determine the actual achievements and subsequent pay increase.

22.1.4 From the first full pay period after the 31 August 2011, employees will receive a further 2.5% per annum, or an increase equivalent to the Consumer Price Index as applies for All Groups Adelaide for the 12-month period ending 30 June 2011 as issued by the Australian Statistician, whichever is the greater.

22.1.5 From the first full pay period after the 31 August 2011, employees may receive 1.5% per annum, subject to the achievement of the targets detailed in Appendix B. The SBU will meet at least 1 month prior to this time to determine the achievements and subsequent pay increase.

22.1.6 From the first full pay period after the 31 July 2012, employees may receive 2% per annum, subject to the achievement of the targets detailed in Appendix B. The SBU will meet at least 1 month prior to this time to determine the actual achievements and subsequent pay increase.

22.1.7 The schedule of wage rates are attached as Appendices C, D and E.

22.1.8 With respect to targets being achieved as per Appendix B each target achieved is valued equally and represents one fifth of the total value of the potential payment. Therefore, if a target is not achieved, one fifth of the potential payment will not occur for that year.

- 22.2 The employees undertake that for the life of this Agreement there shall be no further claims or salary increases except as provided for under this Agreement.

23. PAYMENT OF WAGES

- 23.1 As an option to the payment of wages by cash, the Council may decide to pay the wages of its employees by way of cheque or by means of direct transfer into a bank or other recognised financial institution of the employee's choice.
- 23.2 The Council shall keep adequate time and payment records, together with the details of all deductions that are made from gross salary.

24. HIGHER DUTIES

- 24.1 An employee directed by Council to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while he or she is performing such duties not less than:
- 24.1.1 the minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
 - 24.1.2 a salary rate commensurate with the value of the duties he or she is so directed to perform.
- 24.2 Provided that the employee directed to perform such duties shall perform them on the first occasion for a continuous period of five (5) working days or more. On subsequent occasions:
- 24.2.1 employees classified at Level 5 and above – five (5) days;
 - 24.2.2 employees classified below Level 5 – four (4) days or an aggregate of ten (10) days in a calendar month.
 - 24.2.3 relief cashiers or positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay;
 - 24.2.4 notwithstanding the other provisions of this clause, an officer who performs higher duties as a Relief Cashier during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Relief Cashier, at the rate of a Cashier according to years of service in such Relief Cashier work.

25. ALLOWANCES

25.1 Availability Allowance

- 25.1.1 This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- 25.1.2 For the purposes of this clause, availability duty means a situation where the Council directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the Council, the provisions of clause 31 shall apply other than where such arrangements are mutually agreed by the Council and the employee, and recorded in writing.
- 25.1.3 An employee instructed to carryout availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

25.2 First Aid Allowance

- 25.2.1 Where Council requires an employee to hold a first aid certificate, an allowance of \$10.20 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.
- 25.2.2 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 \$10.20 per week in any one working week.
- 25.2.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 25.2.4 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 Council. (This includes the renewal of certificates.)
- 25.2.5 The first aid allowance rates will be adjusted annually in accordance with the Consumer Price Index (All Groups Adelaide) increase for the 12 month period ending 30 June of each year.

25.3 Meal Breaks and Meal Allowance

- 25.3.1 An employee required to work overtime for more than one (1) hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- 25.3.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:

- (i) after three (3) hours of continuous work if that period includes a recognised meal hour; or
- (ii) after four (4) hours of continuous work in any other case; and
- (iii) to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.

25.3.3 When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance of \$16.05 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.

25.3.4 Where an employee is directed to commence duty before 7.00am on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal, an allowance of \$13.70 shall be paid.

25.3.5 The meal allowance rates will be adjusted annually in accordance with the Consumer Price Index (All Groups Adelaide) increase for the 12-month period ending 30 June of each year.

25.4 Motor Car Allowance

25.4.1 Where an employee is required by Council to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance with clause 25.4.2 hereof for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24km.

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

Type of Vehicle	Rate of Allowance
An engine of 4 cylinders or less	72 cents per km
An engine of more than 4 cylinders or a rotary engine	86 cents per km

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

- 25.4.4 Provided that, should the employee resign from the service of the Council, or have his/her service terminated by the Council, prior to the expiration of the period of his/her licence, the Council shall have the right to deduct from monies due to the employee on termination, an amount pro-rata to the unexpired portion of the licence fee.
- 25.4.5 Where an employee is directed to use his/her motorcycle on or in connection with the business of the Council, he/she shall be paid an allowance calculated at the rate of 27 cents per kilometre, provided that in addition the provisions of 25.4.1 hereof shall apply.
- 25.4.6 Where an employee is required to attend Council meetings and does so attend outside his/her normal working hours and this necessitates use of his/her privately owned motor vehicle to travel directly from and to his/her home, he/she shall be paid an allowance at the rate prescribed under 25.4.2 hereof.
- 25.4.7 The motor vehicle rates in clauses 25.4.2 and 25.4.6 will be adjusted annually in accordance with the Consumer Price Index (All Groups Adelaide) increase for the 12-month period ending 30 June of each year.

25.5 Travelling Expenses

All authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the Council upon the provisions of relevant tax invoices.

25.6 Telephone Allowances

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

26. WORKING HOURS

26.1 General Principles

- 26.1.1 The parties recognise the principle that the business needs of the Council should be the primary determinant of hours of operation and provision of service to customers. The parties agree to consult in relation to customer access to services.
- 26.1.2 The parties recognise that adequate numbers of employees must be engaged to meet the service delivery targets of the Council and that those employees must work effectively, safely and productively.
- 26.1.3 The parties recognise that employees' lives, obligations and commitments extend beyond the workplace and vary from employee to employee. Workloads also vary, sometimes in unpredictable ways, and as a consequence the parties commit to:

- the use of flexible working hours arrangements;
- limits to the hours and the times any employee may choose to work or be required to work;
- using mutual agreement between an employee and the departmental manager, with a right of referral to the CEO, as the basis for determining an employee's hours of work. Such agreements must be in writing and must give due regard to the hours worked and the arrangements for leave or time off that may arise from working the agreed hours;
- recognising that the performance of work at a particular time and place need not be limited to the employee usually expected to undertake that work during normal working hours;
- where practical, managers will give at least 24 hours notice of a need to vary the normal service delivery that may result in variations to employee's normal working hours;
- recognizing that unplanned situations arise in employees' personal lives that give rise to absences from work for sickness, pressing domestic/family reasons and for bereavement. As the employment relationship needs to be based on trust, honesty and security, "Personal Leave", as defined, will become an integral part of the leave system.

26.2 Hours of Work

26.2.1 *Office and Library Staff*

The normal hours of work will be:

(a) for office staff:

38 hours per week worked over five (5) days Monday to Friday between the span 7.00 am and 7.00 pm.

(b) for library staff:

38 hours per week worked over seven (7) days Monday to Sunday between 7.00 am to 8.00 pm. Time worked outside of the span of hours 7.00 am to 5.00 pm Monday to Friday shall attract penalties. Library staff will have their penalties annualised to form part of their base salaries as attached as Appendix C. Nothing in this Agreement shall prevent re-negotiation of the roster.

Within the normal hours the relevant manager may require work to be done under the flexible hours arrangements subject to the following conditions:

- where practical 24 hours notice of the need for the work to be performed will be given;

- mutual consent to have the work performed by the employee(s) normally expected to do the work will be sought, and alternative means to perform the work will be arranged where mutual consent is not immediately achieved;
- no employee shall be required to work more than 7.5 additional hours per week, nor 10 hours per day as part of the flexible working hours arrangement;
- during normal hours, an employee may work a maximum of 10 hours per day, subject to any rostered hours agreements and the flexible working hours arrangement before penalty payments are incurred for further time worked on those days;
- time worked in excess of the 38 hours per week (including time outside the Library span of hours, 7.00 am to 5.00 pm, Monday to Friday) in accordance with this clause to meet short-term operational requirements shall be taken as time in lieu on a time for time basis.

26.2.2 Field Staff Coordinators

- 26.2.2.1 The parties agree that the business needs of the Council should be the primary determinant of hours of work.
- 26.2.2.2 The parties agree that employees' lives, obligations and commitments extend beyond the workplace and vary from employee to employee and as a consequence the parties agree to:
- the use of flexible working hours arrangements;
 - flexibility in the hours and the times any employee may choose to work or be required to work;
 - management will give at least two (2) weeks notice of a need to vary employees normal finishing time and must give due regard to arrangements for leave or time off that may arise from working the varied hours.
 - recognising that the performance of work at a particular time and place need not be limited to the employee usually expected to undertake that work during normal working hours;
 - take account of unplanned situations that arise in employees' personal lives.
- 26.2.2.3 The normal hours of work for field staff coordinators will constitute a nine (9) day fortnight, working an average of 8.44 hours per day, between 6.00 am and 7.00 pm.

- Nothing contained herein shall prevent the employee(s) and management from reaching a mutual agreement over more flexible working hours to suit operational or individual requirements;
- Any such mutually agreed arrangements will be recorded in writing.

26.2.3 **General Inspectors**

26.2.3.1 The parties agree that the business needs of the Council and a commitment to the provision of the best service to its residents should be the primary determinant of hours of work.

26.2.3.2 Penalty rates and overtime will be annualised into the salary of general inspectors, who will be reclassified at Level 5. As such, the following duties will not attract penalty rates or overtime payments:

- (a) Callouts relating to parking and animal related matters, including being on standby, during the following times:

Monday to Friday	6 months (April – September)	5pm - 10pm
	6 months (October – December)	8pm - 10pm
Saturday	6 months (October – December)	8am - 12 noon
	6 months (April – September)	12 noon - 4pm
Sunday	12 months (January – December)	1pm - 5pm

- (b) Undertaking 3-hour evening patrol of the Council one (1) night each fortnight

- (c) Answering telephone queries at home

26.2.3.3 Council will provide general inspectors vehicles for their personal use.

26.3 **Accumulation of Hours**

- Within the normal hours an employee may, by mutual agreement, use flexible hours of duty subject to the availability of appropriate work with a view to accumulating time off.

- The arrangements for the taking of Time Off in Lieu (TOIL) shall be by mutual agreement.
- The relevant manager may approve the accrual of up to five (5) days time off in lieu.
- The CEO only may approve the accrual of time off in lieu beyond five (5) days and a carry over of any time off in lieu for more than three (3) months from the date accrued.
- Where it is acknowledged by the relevant manager operational requirements prevent the granting of this accrued leave within three (3) months of it first accruing it will be paid out at time and one half.

26.4 Overtime

An employee may be required to work reasonable overtime in accordance with organisational needs and whenever practicable management shall give an employee 24 hours notice of a requirement to work such overtime. Payment for overtime will be in accordance with clause 28 of this Agreement.

27. PENALTY RATES ON ORDINARY TIME

- 27.1 This clause does not apply to library staff because their penalties have been annualised to form part of their base salaries.
- 27.2 Employees, excluding Field Staff Coordinators, who, as part of their ordinary hours of duty, regularly perform work prior to 7.00am or after 7.00pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours. Field Staff Coordinators who as part of their ordinary hours of duty, regularly perform work prior to 6.00 am or after 7.00 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 27.3 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 27.4 Employees working on public holidays as part of their ordinary hours may elect to receive either:
- 27.4.1 150% in addition to their ordinary time rate of pay; or
 - 27.4.2 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the Council.
- 27.5 Employees who are regularly rostered over seven (7) days, including Sundays and public holidays, shall be granted an additional week of annual leave.

- 27.6 Employees who qualify under 27.4 hereof shall have all annual leave loading calculated at the rate of 20% instead of 17.5%.
- 27.7 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.
- 27.8 All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid in accordance with the TOIL and overtime clauses set out in this Agreement.

28. OVERTIME

- 28.1 Taking into account the span of work hours and TOIL arrangements, all other work performed in excess of the ordinary hours of duty per week, or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive, shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter until the completion of the overtime worked.
- 28.2 All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 28.3 All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 28.4 All time worked on a public holiday as defined by clause 45 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 three (3) hours work at the appropriate overtime rate.
- 28.5 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 28.6 The Council and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 28.7 Any employee shall attend meetings of the Council by which he/she is employed, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

29. REST PERIOD AFTER OVERTIME

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10-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 10 hours; or
- the Council must pay the employee double ordinary rates for all work performed until the employee has received a break of at least 10 hours.

30. TIME OFF IN LIEU OF OVERTIME

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

30.1 Such time off shall be either:

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

31. CALL OUT – OTHER THAN FOR GENERAL INSPECTORS

31.1 An employee recalled to work, including Council meetings, whether notified before or after leaving the Council's premises, shall be paid for a minimum of three (3) hours work at the overtime rate.

31.2 31.2 Where the employee is being paid an availability allowance in accordance with clause 25.1 of this Agreement, a minimum of two (2) hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two (2) or three (3) hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of clause 29 above when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

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

32. ABSORPTION OF TEA BREAKS

To enhance the provision of customer service the parties agree that the value of the tea breaks per working day have been absorbed into the hourly rate through a \$1500 increase to all classifications on 31 August 2009. As such, employees (excepting staff on the library circulation desk) will no longer be entitled to take paid tea breaks during the day.

33. CALL OUT ARRANGEMENTS – GENERAL INSPECTORS

As part of the General Inspectorial Call Out arrangements, time spent on the telephone handling after hours calls that does not require a recall to work has been absorbed into salary.

34. ANNUAL LEAVE

34.1 All employees shall, after completion of 12 months continuous service, be entitled to four (4) weeks annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary.

34.2 Employees who are regularly rostered over seven (7) days, including Sundays and public holidays, shall be granted an additional week of annual leave.

34.3 Annual leave shall be given and taken at a time mutually convenient to the Council and the employee concerned.

34.4 If, before the completion of any period of 12 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).

34.5 Notwithstanding the provisions of 34.1 hereof, the Council may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, a further period of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which annual leave had been taken before it accrued.

34.6 Where leave has been granted to an employee pursuant to this subclause before the right thereto is due and the employee subsequently leaves or is discharged from the service of the Council before completing the 12 months continuous service in respect of which the leave was granted, the Council may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of 12 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 sum paid for any of the holidays prescribed by clause 45 of this Agreement.

35. ANNUAL LEAVE LOADING

35.1 In addition to the payment for annual leave as prescribed by clause 34 of this Agreement, all employees, except those covered under clause 35.2 shall be entitled, when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four (4) weeks equivalent to the employee's annual salary at the time of proceeding on leave.

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

35.2 Employees who are regularly rostered over seven (7) days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of 20% instead of 17.5%.

35.3 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 35.1 hereof in respect of any annual leave credit for which the payment prescribed by 35.1 hereof has not been paid.

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

36. COMPASSIONATE LEAVE

36.1 Employees are entitled to two (2) days paid compassionate leave on each occasion:

36.1.1 To spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; or

36.1.2 On the death of an immediate family or household member.

36.1.3 Casual staff members are entitled to unpaid bereavement leave in accordance with the conditions of this clause.

36.1.4 In the event of bereavement, with the approval of the General Manager, employees may access up to three additional days from their personal leave entitlement to supplement compassionate leave.

36.2 An Employee's entitlement to compassionate leave is subject to the Employee providing documentary evidence of the illness, injury or death to which the absence relates to the Council's satisfaction.

36.3 Employees are entitled to two hours paid leave for the purpose of attending funerals up to a maximum of 4 times per year by mutual agreement.

37. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the South Australian *Long Service Leave Act 1987* except as varied below:

37.1 Long Service Leave entitlements must be taken within two (2) years of falling due, i.e., within two (2) years of 10 years, 20 years, 30 years etc.

37.2 Employees may be permitted to take accrued pro-rata long service leave after the completion of seven (7) years continuous service in Local Government.

37.3 An employee may take Long Service Leave at half pay, thus doubling the period of leave taken.

38. PARENTAL LEAVE

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

38.1 Definitions

- 38.1.1 For the purpose of this clause **child** means a child of the employee under school age, except for adoption of a child where "child" means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
- 38.1.2 For the purposes of this clause **spouse** includes a current or former spouse, or a current or former de facto spouse.
- 38.1.3 For the purpose of this clause **employee** means full-time , part-time and eligible casual employees, but do not apply to other casual employees.
- 38.1.4 An eligible casual employee means a casual employee:
 - (i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

38.2 Basic Entitlement

- 38.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 38.2.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
 - (i) for maternity and paternity leave, an unbroken period of one (1) week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

38.3 Paid Parental Leave

An employee shall be granted parental leave on full pay (for the purposes of this clause "full pay" shall mean the employee's substantive classification under this Agreement immediately prior to taking leave, unless subject to a higher duties allowance), for a consecutive period of six (6) weeks' absence in the case of the mother, and two (2) weeks' absence in the case of the partner of the mother, provided that both female and male employees are required to have completed 24 months continuous service with the Council immediately prior to qualifying for the Paid Parental Leave.

38.4 Right to Request

38.4.1 An employee entitled to parental leave pursuant to the provisions of clause 38.2 may request the Council to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave provided for in clauses 38.2.2(i) and 38.2.2(ii) up to a maximum of eight (8) weeks;
- (ii) to extend the period of unpaid parental leave provided for in clause 38.2.1 by a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age,

to assist the employee in reconciling work and parental responsibilities.

38.4.2 The Council 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 Council's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

38.4.3 ***Employees request and the employer's decision to be in writing***

The employee's request and the Council's decision made under clauses 38.4.1 and 38.4.2 must be recorded in writing.

38.4.4 ***Request to return to work part-time***

Where an employee wishes to make a request under clause 38.4.1(iii), such a request must be made as soon as possible, but no less than seven (7) weeks, prior to the date upon which the employee is due to return to work from parental leave.

38.5 Maternity Leave

- 38.5.1 An employee will provide to the Council at least 10 weeks in advance of the expected date of commencement of parental leave:
- (i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
 - (iii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 38.5.2 Subject to subclause 38.5.1 above, and unless agreed otherwise between the Council and the employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.
- 38.5.3 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the Council may require the employee to provide a medical certificate stating that she is fit to return to her normal duties.
- 38.5.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 38.5.5 Where leave is granted under clause 38.2, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

38.6 Paternity Leave

An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave with:

- 38.6.1 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

- 38.6.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 38.6.3 except in relation to leave taken simultaneously with the child's mother under clauses 38.2.2(i) and 38.2.2(ii) a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 38.6.4 An employee may take paternity leave without giving 10 weeks notice if:
 - (i) the birth of the child occurs earlier than expected; or
 - (ii) the mother of the child dies; or
 - (iii) other compelling circumstances arise.

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

38.7 Adoption Leave

- 38.7.1 The employee will notify the Council at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 38.7.2 Before commencing adoption leave, an employee will provide the Council with a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 38.7.3 Council may require an employee provide confirmation from the appropriate government authority of the placement.

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

38.8 Variation of Period of Parental Leave

Unless agreed otherwise between the Council and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

38.9 Parental Leave and Other Entitlements

- 38.9.1 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 38.4.1.

- 38.9.2 Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 38.4.1.

38.10 Transfer to a Safe Job

- 38.10.1 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 Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

- 38.10.2 If the transfer to a safe job is not practicable, the employee may elect, or the Council may require the employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

38.11 Returning to Work after a Period of Parental Leave

- 38.11.1 An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.

38.11.2 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 38.10, the employee will be entitled to return to the position they held immediately before such transfer.

38.11.3 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.

38.11.4 Council must not fail to re-engage a casual employee because:

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

38.11.5 The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

38.12 Replacement Employees

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

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

38.13 Part-Time Work

38.13.1.1 *Entitlement – with the agreement of the employer:*

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

38.13.2 Return to former position

- (i) An employee who has had at least 12 months continuous service with Council 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.
- (ii) Nothing in subclause 38.13.2(i) above shall prevent the Council from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

38.13.3 Effect Of Part-Time On Continuous Service

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

38.13.4 Pro-Rata Entitlements

- (i) Subject to the provisions of this subclause and the matters agreed to in accordance with clause 38.13 hereof, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro-rata.

38.13.5 Transitional Arrangements – Annual Leave

- (i) An employee working part-time under this sub-clause 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 Agreement, 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.
- (ii) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this sub-clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- (iii) Provided that, by agreement between the Council 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.

38.13.6 Transitional Arrangements – Sick Leave

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

38.13.7 Part-time Work Agreement

- (i) Before commencing a period of part-time employment under this sub-clause the employee and the Council shall agree:
 - That the employee may work part-time;
 - Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - Upon the classification applying to the work to be performed; and
 - Upon the period of part-time employment.
- (ii) The terms of this Agreement may be varied by consent.
- (iii) The terms of this Agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the Agreement and any variation to it shall be provided to the employee by the Council.
- (iv) The terms of this Agreement shall apply to the part-time employment.

38.13.8 Termination Of Employment

- (i) The employment of a part-time employee under this sub-clause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this sub-clause or has enjoyed or proposes to enjoy any benefits arising under this sub-clause.
- (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-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-rata basis.

38.13.9 Extension Of Hours Of Work

- (i) Council may request, but not require, an employee working part-time under this sub-clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 38.13.7.

38.13.10 Nature Of Part-Time Work

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

38.13.11 Replacement Employees

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.
- (ii) A replacement employee may be employed part-time. Subject to 38.13.11(i), sub-clauses 38.13.3, 38.13.4, 38.13.5, 38.13.6, 38.13.7, 38.13.8 hereof shall apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under 38.13.11(i) hereof, the Council shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Nothing in this sub-clause shall be construed as requiring the Council to engage a replacement employee.

38.14 Communication During Parental Leave

- 38.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 38.14.2 The employee shall take reasonable steps to inform the Council 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.
- 38.14.3 The employee shall also notify the Council of changes of address or other contact details which might affect the Council's capacity to comply with 38.13.1(i).

39. PERSONAL LEAVE

- 39.1 An employee shall be entitled to 10 days (76 hours) paid personal leave per year who is absent due to:
- 39.1.1 Personal illness or injury (sick leave), or
 - 39.1.2 Having to care for an immediate family or household member who is sick and requires the employee's care and support (carer's leave).

- 39.2 Personal leave is cumulative, but not payable upon termination.
- 39.3 Personal leave accrues for each completed four (4) week period of continuous service with the Council at a rate of 1/26 of the number of nominal hours worked by the employee during each four (4) week period.
- 39.3.1 During the first year of employment, an employee's personal leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 39.4 The use of an employee's personal leave entitlement, whether for the purposes of sick leave or carer's leave, is at the discretion of the employee.
- 39.5 Subject to 39.6, the personal leave prescribed shall be granted, and the employee shall be entitled to payment in respect of an absence provided that, if so required by Council, the employee produces to the Council a medical certificate from a registered health practitioner or a statutory declaration sworn by the employee stating why the employee was unable to attend for work.
- 39.6 An employee shall be allowed a maximum aggregate of five (5) days personal leave per year without a medical certificate, provided that for any period of personal leave exceeding two (2) 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 or other satisfactory evidence (i.e. statutory declaration) shall be submitted by the employee concerned, if required by the Council.
- 39.7 Where an employee personally falls sick or suffers an injury while on annual leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. statutory declaration) to show that he/she is incapacitated to the extent that he/she would be unfit 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 is of at least five (5) working days duration.
- 39.7.1 Subject to personal leave credits, the period of certified incapacity shall be paid for and debited as personal leave.
- 39.8 Personal leave shall be portable from Council to Council. For this purpose, the provisions of the *Fair Work Act 1994* (SA) and the *Local Government Act 1999* (SA) will apply.
- 39.9 For the purposes of this clause, immediate family or household member includes:
- Spouse or Partner (including same sex partners, de-facto spouse)
 - Child (including an adult child, adopted child, stepchild, foster child, or an ex-nuptial child)

- Parent/guardian, partner's parents, step-parent
- Grandparent, grandchild
- Sibling or stepsibling of an employee
- A member of the household
- Person you are a nominated carer for

Employee must be responsible for the care of the person concerned on the relevant day.

39.10 The employee shall, wherever practicable, give the Council 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 Council by telephone of such absence at the first opportunity on the day of absence.

39.11 The taking of personal leave for the purpose of providing care and support for an immediate family or household member is capped at 10 days per year, despite an employee having accrued more than 10 days of personal leave.

40. UNPAID CARER'S LEAVE

40.1 All employees will be entitled to up to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care and support because of:

- A personal illness or injury; or
- An unexpected emergency affecting that member.

40.2 An employee is only entitled to unpaid carer's leave where he or she:

- Gives the Council notice as soon as reasonably practicable; and
- Provides satisfactory documentary evidence (such as a medical certificate from a registered health practitioner or other evidence to the Council's satisfaction).

40.3 Unpaid carer's leave is only to be taken if the employee has exhausted his or her entitlement to paid personal leave.

41. ADDITIONAL LEAVE

41.1 Employees may take up to five (5) days paid leave per annum as additional leave, subject to the following:

41.1.1 Additional leave may only be used in urgent circumstances and will not be allowed for circumstances that are normally and reasonably covered by annual leave, rostered days off, time outside of normal hours or where arrangements can be reasonably made by the employee to prevent taking the leave.

41.1.2 Additional leave with pay will not be allowed consecutively with any other form of leave. Additional leave is intended for emergency use in the absence of other available forms of leave.

41.1.3 A minimum of one (1) hour additional leave with pay applies.

41.1.4 An employee seeking additional leave with pay must fully disclose the circumstances giving rise to the application for such leave and demonstrate why other forms of leave are not available or suitable. The grounds of application will be treated in the strictest confidence by Council.

41.2 Additional leave is not cumulative.

41.3 Employees must, before accessing additional leave, use any accrued TOIL to meet urgent personal commitments that cannot be adequately dealt with outside normal work hours.

42. EXTENDED CARER'S/PROFESSIONAL DEVELOPMENT LEAVE

42.1 With the Chief Executive Officer's permission leave without pay for the purpose of caring for an immediate family member for an extended period of time or professional development may be granted after 24 months continuous service under the circumstances where the individual's needs may be accommodated by the Council.

42.2 An employee on carer's/professional development leave for up to one (1) year is entitled to return to the position they held immediately before commencing the leave.

42.3 An employee, upon returning to work after carer's/ professional development leave of more than one (1) year, shall be entitled to a position at the same classification as they held immediately before commencing the leave.

42.4 An employee on carer's/professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with this Agreement.

43. PURCHASED LEAVE

43.1 Employees may purchase up to four weeks additional leave per annum (pro rata for part time employees). A request will not automatically be granted, and approval will depend on the Council's operational requirements.

43.2 If purchase leave is approved, it may be cancelled by either party on three month's notice or less in exceptional circumstances with the agreement of the General Manager.

43.3 Employees may apply for one, two, three or four weeks of purchased leave. The employee's annual salary, reduced in proportion to the leave purchased, is spread evenly across the year on a fortnightly basis. This allows employees to continue to receive pay during the periods of purchased leave.

43.4 Applications for purchased leave, detailing time of leave, must be made by 1 May each year to the employee's General Manager.

- 43.5 Purchased leave can only be taken in week blocks.
- 43.6 Purchased leave must be used in the financial year following the employee's application or it is lost.
- 43.7 Purchased leave will count as service.
- 43.8 Where an employee/employer requests cancellation of purchased leave before the leave has been taken, and this is agreed, the appropriate salary adjustment will be paid as a lump sum.
- 43.9 Where an employee ceases paid employment during the year in which the purchased leave has been approved, a reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

44. STUDY LEAVE

- 44.1 Study Leave may be granted at the discretion of Council to an employee where the proposed course of study will directly benefit the employee in the performance of their present position or in developing their Local Government career path. An employee has the option to:
 - 44.1.1 Take up to five (5) hours paid study leave per week (to attend lectures and/or examinations) provided that, where practicable, the employee undertakes equal course time in his or her own time. For correspondence courses, employees may be permitted two and a half (2.5) hours per week per subject, to a maximum of (five) 5 hours per week, for the purpose of completing exercises/assignments which are essential to the course; or
 - 44.1.2 Undertake the study outside of normal working hours and receive a reimbursement of enrolment and course fees not exceeding \$500.00 per subject (maximum claimable \$1,000 per semester) on producing written evidence of successful completion of the subject and expenditure incurred.
- 44.2 Both the needs of the employee and the organisation must be met through the approval of study assistance. In assessing requests for study leave operational requirements will be taken into consideration.
- 44.3 Where an officer is required by the Council to undertake a course of study or attend a training course, all fees relating to such course shall be paid by Council.
- 44.4 This clause shall apply on a pro-rata basis (based on hours worked over previous 12 months prior to application) for part-time employees.
- 44.5 By mutual agreement between the General Manager and the employee arrangements can be made for additional study time to be granted provided the time is made up.

45. PUBLIC HOLIDAYS

- 45.1 All employees shall be entitled to the following public holidays without any deduction of pay:
 - 45.1.1 Any day prescribed as a holiday by the South Australian *Holidays Act 1919* (as amended) and any other days that may, from time to time be proclaimed as public holidays in the State of South Australia.
 - 45.1.2 Provided that where a public holiday occurs on a rostered day off of any library employee, (provided that where the employee may be required to regularly work according to a roster) such employee shall be entitled to an additional day's leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and his/her employer.

46. OCCUPATIONAL HEALTH AND SAFETY

- 46.1 The parties to this Agreement are committed to the observance of effective Occupational Health, Safety and Welfare policies and practices as provided for under the Council Occupational Health and Safety Policy. In particular, the parties recognise the onerous responsibilities and duty of care placed upon the Council and employees to provide and maintain a safe and healthy working environment in respect of all employees.
- 46.2 Any perceived breach of the Policy on Councils part will be dealt with through reference to Executive Management or the Safety Committee (as the circumstances dictate) whilst a confirmed breach by an employee may be dealt with through the Disciplinary Process established under this Agreement.

47. PROTECTIVE CLOTHING AND UNIFORMS

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

48. SUPERANNUATION

For the purpose of this clause:

"Local Government Superannuation Scheme" means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) and which is now operating under the name of Local Super SA-NT.

48.1 The parties agree that the employer will pay employer superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

48.2 The amount of employer superannuation contributions means:

48.2.1 For contributory members:

48.2.1.1 3% for the employee's salary; and

48.2.1.2 any additional contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme; and

48.2.1.3 any additional superannuation contributions which the employer agrees to pay in respect of an employee.

48.2.2 For non contributory members:

48.2.2.1 contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992*; and

48.2.2.2 any additional superannuation contributions which the employer agrees to pay in respect of an employee.

48.3 The provisions of this clause apply to all employees covered by this Agreement with the following exceptions:

48.3.1 Casual employees working less than 10 hours per week.

48.3.2 An employee who is engaged for a period of less than 10 continuous weeks with an employer.

48.4 Subject to the provisions of clause 48.3 hereof, a Council will pay to the Local Government Superannuation Scheme an amount (in respect of each employee) no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992* (Cth).

For the purposes of this clause, the Local Government Superannuation Scheme will include the Local Government Superannuation Scheme (Productivity Account).

- 48.5 The payment referred to in 48.4 hereof includes the 3% productivity award previously granted by way of employer superannuation contribution.
- 48.6 Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrificing arrangement.

49. **SALARY SACRIFICE**

Subject to the following conditions, an employee may apply to the Council to salary sacrifice any part of their salary to make additional contributions to the Local Government Superannuation Scheme.

- a) As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before entering into this arrangement.
- b) Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonable withheld.
- c) The application shall be in writing and detail the percentage of salary to be salary sacrificed, together with a statement that the cash component is adequate for his/her ongoing living expenses. The remaining "cash" component cannot be lower than any minimum salary amount which the Council may otherwise be required to satisfy in respect of an employee. The total amount of the package must be equal to or more than the minimum set by the Australian Fair Pay and Conditions Standard.
- d) During periods of higher duties, the applicable wage shall be the difference between the substantive classification (pre sacrifice) and the acting salary. Salary sacrifice is calculated on the substantive position not the acting position.
- e) The individual agreement to salary sacrifice may be rescinded by the employee provided three (3) months prior notice in writing is given to the payroll officer.
- f) The officer shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the Local Government Superannuation Scheme will be adjusted (at the employees cost) to take account of taxation payable in relation to those contributions.
- g) Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

50. JURY SERVICE

50.1 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:

- (a) the employee notifies the Council as soon as possible of the date(s) involved in jury service;
- (b) the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
- (c) the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
- (d) the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

50.2 Jury service shall count as service for all purposes of this Agreement.

51. CONTINUOUS SERVICE

51.1 Maintenance of Continuous Service

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

- (a) absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) absence of the employee from work for any cause by leave of the Council.
- (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 Council with the intention of avoiding any obligation imposed by the Agreement, Act or *Long Service Leave Act 1987* (SA).
- (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 Council 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 1999* (SA).

51.2 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 Council to stand down the employee without pay.

52. RECOVERY OF MONIES BY COUNCIL

- 52.1 The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.
- 52.2 If the Council becomes aware of an error that has resulted in the overpayment of an employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.
- 52.3 In most circumstances, the Council will require repayment to be made within 14 days of having provided written notice to the employee affected. However, the Council may, at its absolute discretion, allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected employee.
- 52.4 If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the procedure outlined in Clause 12 Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within 14 days of having provide a further written notice to the employee affected.
- 52.5 When an employee resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay. If the overpayment is disputed, the parties agree to adhere to Clause 12 to resolve the dispute.

53. GRACE DAYS

- 53.1 The parties have agreed that the Council will be closed between Christmas Day and New Years Day in the 2009, 2010 and 2011 calendar years.
- 53.2 The Chief Executive Officer will write to staff by 30 June each year to confirm the dates on which the Council will be closed and advise as to the dates of three 'Grace Days' within the Christmas/New Years Days closure period. Employees will be required to take annual leave with respect to any other day on which the Council is closed around this period.

53.3 If the Council is required, for whatever reason, to open or requires staff to attend for work between Christmas Day and New Years Day, the Council may direct employees to attend the Council.

53.4 If directed to work on a Grace Day, an employee will be:

53.4.1 Paid his/her ordinary rate of pay for that day; and

53.4.2 Entitled to take a day in lieu of the Grace Day at an alternative time agreed by the Council and the individual employee.

53.5 If a part-time employee is directed to work on a Grace Day, which is his/her usual rostered day, the employee will be:

53.5.1 Paid his/her ordinary rate of pay for that day; and

53.5.2 Entitled to accumulate, in lieu of that Grace Day, an amount that he/she would have ordinarily worked on that rostered day, to be taken at an alternative time agreed by the Council and the individual employee.

For example, if an employee is usually rostered to work for five hours on a Tuesday and, in a particular calendar year, 30 December falls on a Tuesday, and if that employee is directed to work on 30 December by the Council, that employee will be entitled to accumulate five hours time off in lieu to be taken at an alternative time.

53.6 If an employee applies for, and is granted, sick/carer's leave for any of the days that fall between Christmas Day and New Years Day, the employee will not be entitled to a day in lieu of a Grace Day.

54. TRADE UNION TRAINING LEAVE

54.1 Employees, who are members of the Union, are allowed to take leave with pay up to a maximum of five days per year to attend training courses conducted by the Union and/or Australian Trade Union Training Authority, subject to the following conditions:

54.1.1 Eight weeks prior to the start date of the course, the employee will give the Council:

54.1.1.1 Notice of the date of the course;

54.1.1.2 The agenda for the course;

54.1.1.3 Notification of the Union Secretary's endorsement of the course.

54.1.2 That the Council can make adequate staffing arrangements during the period of leave;

54.1.3 In each year, up to two employees, who are members of the Union, can access leave pursuant to this Clause;

54.1.4 That only one employee of the Council at a time can take leave to attend a course pursuant to this Clause; and

54.1.5 An employee must have completed at least 12 months of continuous service with the Council before being eligible to take leave pursuant to this Clause.

54.2 Leave taken pursuant to this Clause is counted as continuous service for the purposes of accruing leave entitlements under this Agreement.

54.3 A dispute arising in relation to the application or interpretation of this Clause shall be dealt with in accordance with Clause 13.

55. NEGOTIATION OF A FURTHER AGREEMENT

The parties agree that they will commence negotiations for a further agreement no later than six months before the nominal expiry date of this Agreement.

56. SIGNATORIES

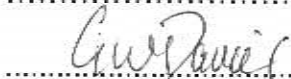
Signed for and on behalf of:
The City of Campbelltown



Chief Executive Officer

PAUL DI LORIO

Chief Executive Officer (Print Name)



Witness

GEOFFREY DAVIES

Witness (Print Name)

on this 2nd day of SEPTEMBER 2009

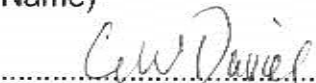
Signed for and on behalf of:
Campbelltown City Council employees by



Employee representative

BRENDAN LYONS

Employee Representative (Print Name)



Witness

GEOFFREY DAVIES

Witness (Print Name)

on this 2nd day of SEPTEMBER 2009

APPENDIX A – CLASSIFICATION STRUCTURE

1. INTRODUCTION

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

2. CLASSIFICATION

2.1 General Officers

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

2.2 Senior Officer – Chief Executive Officers

- 2.2.1 All Chief Executive Officers (CEO) are graded in accordance with the determination of a Local Government Classification Committee in a manner which effectively establishes appropriate relativity between CEO positions having regard to Council revenue, population and staffing establishment. The Committee reviews classifications of CEO's biennially and formerly advises Council regarding the appropriate classification.

- 2.2.2 The Local Government Classification Committee will be constituted, by agreement, between the Campbelltown City Council, the Local Government Association and the CEO.
- 2.2.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the CEO, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level.
- 2.2.4 By agreement between the Council and CEO, further remuneration (as part of the salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and CEO.
- 2.2.5 A CEO shall be paid not less than \$1030 per annum or 2.5% (whichever is the greater) above the base rate of the relevant Council's next highest paid officer who is classified pursuant to this Agreement.
- 2.2.6 Reasonable out-of-pocket expenses which are incurred by a CEO in attending social and/or official functions when required to do so by Council, shall be provided by the Council, or
- 2.2.7 In lieu of out-of-pocket expenses the Council and the CEO concerned may agree upon a fixed amount per annum.

2.3. Senior Officer

- 2.3.1 Positions within this structure exceed the classification levels of the General Officer structure and are generally characterised by managerial responsibility, high accountability and a high degree of personal ability. The Stream consists of 4 management bands based on the CEO salary.
- 2.3.2 The structure shall consist of 4 management bands:

Band 4 shall encompass 2 levels below the level afforded to the CEO
Band 3 shall fall 1 level below Band 4
Band 2 shall fall 1 level below Band 3
Band 1 shall fall 1 level below Band 2

- 2.3.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the Senior Officer, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level. By agreement between the Council and Senior Officer, further remuneration (as part of a salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Senior Officer.

3. PROGRESSION THROUGH THE LEVELS

- 3.1.1 At the conclusion of each 12-month period following appointment to a classification an officer shall be eligible for incremental progression within each salary level subject to the following:

- 3.1.1.1 Where the Council adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification level shall be by annual incremental advancement subject to the officer having given 'satisfactory service' for the prior 12 months employment.
- 3.1.1.2 The appraisal scheme for the purpose of determining 'satisfactory service' for progression should contain the following features:
- (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees;
 - (b) foundation in a current and accurate job description;
 - (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent;
 - (d) appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment; and
 - (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settling procedure.
- 3.1.1.3 If the Council does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

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

- 3.2.1 The Council and a Senior Officer may agree upon an additional annual amount in lieu of incremental advancement which would be paid to the Senior Officer providing that performance standards are achieved.
- 3.2.2 The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance, shall be agreed between the Senior Officer and the Council.

4. STUDY LEAVE FOR CLASSIFICATION PROGRESSION

- 4.1 The Council may approve an employee's application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the Agreement classification structure.
- 4.2 Such leave shall require approval by the Council, whether paid or not, if taken during normal working hours.

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 - GENERAL FEATURES LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
ACTIVITIES / FUNCTIONS	Perform clearly defined routine activities in a support role in a childcare centre.	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of activities/ function of a less clearly defined and routine nature, and could include: - operating within a specialised area; - operating as a member of a professional team.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	<p>Application of basic skills and techniques in a support role in a child care centre.</p> <p>Work outcomes will need to be closely monitored.</p> <p>Works under close direction with instruction and assistance always available.</p> <p>Works under direct supervision.</p>	<p>Practical application of basic skills and techniques.</p> <p>Work outcomes are closely monitored, clearly defined and readily attainable.</p> <p>Works under close direction with instruction and assistance being readily available.</p> <p>Works under direct supervision.</p>	<p>Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.</p> <p>Work outcomes are monitored, clearly defined.</p> <p>Works under regular direction with assistance being readily available.</p> <p>Works under regular supervision.</p> <p>Graduates receive instruction</p> <p>Community Services Graduates initially appointed to the top of this level work under direct supervision.</p>	<p>Application of procedures, methods and guidelines which are well established.</p> <p>May set outcome/ objectives for specific projects.</p> <p>Works under general direction with assistance available from senior officers.</p> <p>Works under general supervision.</p> <p>Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 - GENERAL FEATURES LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
INITIATIVE AND JUDGEMENT	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgment and initiative, in the performance of work.	Limited scope to exercise initiative and judgment within clearly established procedures and practices.	Scope for exercising initiative and judgment in the application of established work procedures. Officers may receive instruction on broader aspects of work.
PROBLEM SOLVING	Assistance available when problems occur.	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
PROVISION OF ADVICE / SUPPORT/ ASSISTANCE			May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.
TIME MANAGEMENT & ORGANISATIONAL SKILLS		Responsible for the timeliness of own work.	Managing time, planning and organising own work.	Managing and planning own work and that of subordinate staff and could include: - plan and coordinate activities in the work area; - responsibility for various activities in a specialised area of the works program; - a function within the work area.

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

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

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Exercise initiative and judgment in applying established procedures governed by clear objective and/or budget constraints, including critical knowledge/skills where procedures are not clearly defined.	Exercise initiative and judgment where procedures not clearly defined.	Responsibility for decision making in the particular work area, section/department/ council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.
Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgment.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.
Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including: - a consultancy service; - specialist financial, technical, professional and/or administrative advice on policy including operational; - manage/administer complex policy.

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/ corporate goals which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 - GENERAL RESPONSIBILITIES LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
GENERAL RESPONSIBILITIES	*See a support role in a Child Care Centre	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - performing tasks of a sensitive nature including the provision of more than routine information; - understanding of clear but complex rules; - oversight and/or guidance of the work of a limited number of lower classified officers; - provision of assistance to lower classified officers concerning established procedures. 	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> - establishing goals, objectives and outcomes for their own particular work program; - undertaking some complex operation work; - supervision; - dealing with formal disciplinary issues within the work area; - utilising a basic knowledge of the principles of human resource management; - assisting subordinate staff with on-the-job training.

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 - GENERAL RESPONSIBILITIES LEVELS 4 TO 8

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

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD		<p>Experienced officers may have technical oversight of minor works activities and could include:</p> <ul style="list-style-type: none"> - completion of field project according to instructions and established procedures; - trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation. 	<p>Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:</p> <ul style="list-style-type: none"> - application of established practices and procedures; - responsibility for a minor project. 	<p>Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include:</p> <ul style="list-style-type: none"> - reviewing work done by subordinate officers.
WHERE THE PRIME RESPONSIBILITY IS IN THE WORKS AREA		<p>Arrange a minor works activity within established methods as part of the training process.</p>	<p>Responsible for operational supervision of minor works program/ single works function, or project (first level of supervision for minor works programs/projects) and could include:</p> <ul style="list-style-type: none"> - supervision, planning and coordinating of the activities of officers and day to day operations. 	<p>Exercise responsibility for works and determine objectives for the functions under control, and could include:</p> <ul style="list-style-type: none"> - a number of minor works within the total works program; - supervision of more than one component of the works program; - planning and coordination of minor works.
WHWHERE PRIME RESPONSIBILITY IS IN LIBRARIES		<p>Undertake routine library duties:</p> <ul style="list-style-type: none"> - routine shelving; - issues and returns. 	<p>Provide para-professional support to qualified librarians:</p> <ul style="list-style-type: none"> - in charge of a library outlet or function within the library; - oversee the work of unqualified library staff. 	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> - in a small library, provide a range of library and information services; or - in a large library be predominantly involved in the provision of a particular library service/function; or - supervise the work of para-professional library staff; or - take charge of a small library branch.
WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)		<p>Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.</p>	<p>Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.</p>	<p>Exercise operational responsibility for multi-function aquatic/ recreation complex or large swimming pool.</p>

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:</p> <ul style="list-style-type: none"> - utilisation of initiative and judgment in the selection and application of established principles, techniques and methods. 	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> - lead teams on moderately complex technical projects; - exercise significant initiative and judgment in the selection and application of established principles, techniques; - provide reports to management and recommendations on technical suitability of equipment/procedure/ processes/results; - analysis/design for the development and maintenance of projects. 	<p>Significant responsibilities for accomplishment of technical objectives, and could include:</p> <ul style="list-style-type: none"> - duties which involve more than one discipline; - contribution to the development of new techniques and methodology; - provision of a consultancy service for a range of activities; - development of methodology and application of proven techniques in providing specialised technical services. 	<p>Responsible for the control and coordination of projects in accordance with corporate goals.</p> <p>- <i>Refer to general responsibilities.</i></p>	<p>Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:</p> <ul style="list-style-type: none"> - technical support programs and subprograms within the framework of council's operating program; - consultancy service; - development/revision of methodology/ techniques.
<p>Assist senior officers with the establishment of work programs of a complex nature and could include:</p> <ul style="list-style-type: none"> - supervision of various functions in a work area/projects/part of total works program; - responsibility for work groups or lead a team within a discipline related project or works program; - responsibility for completion of assignments/standard and quality of work/ compliance with regulations, codes and specifications; - responsibility for part of works program budget. 	<p>Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:</p> <ul style="list-style-type: none"> - operational responsibility for works programs; - exercising judgment and initiative where procedures not clearly defined; - establishing works programs in small councils. 	<p>Develop, supervise and implement significant works programs and/or a large outside workforce and/or contractors and could include:</p> <ul style="list-style-type: none"> - review of operations to determine their effectiveness; - control and coordination of the works program within budgetary constraints. 	<p>Develop and implement significant works programs.</p>	<p>Establish, control and organise on going plans and programs for department/council and could include:</p> <ul style="list-style-type: none"> - administering complex policy and works program matters.
<p>Carry out a variety of activities in the field of library services:</p> <ul style="list-style-type: none"> - utilise initiative/ judgment in the selection and application of established principles, techniques and methods. 				
<p>Manage a recreation complex (aquatic or non aquatic).</p>	<p>Plan, coordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.</p>			

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
WHERE THE PRIME RESPONSIBILITY IS IN THE LOCAL ANIMAL AND PLANT CONTROL BOARD				Advise landholders/local authorities/government officers on: - eradication/control techniques and measurers and provide information on obligations under the relevant legislation.
WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD				Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.
WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE		<p>Provide secretarial and administrative support and could include:</p> <ul style="list-style-type: none"> - straight forward operation of keyboard equipment; -basic word processing data input; - basic numeracy, written and verbal communication skills, relevant to the work area; - provision of routine information; general reception and telephonist duties; general stenographic duties. 	<p>Provide secretarial and/or administrative support and could include:</p> <ul style="list-style-type: none"> - operating a computer, word processor and/or other business software and peripheral equipment; - utilising basic computing concepts and initiating corrective action at an elementary level; - utilising the functions of systems and be proficient in their use; - performing tasks of a sensitive nature; - provision of more than routine information; - operate a desktop publisher at a routine/basic level; - utilise basic skills in oral and written communication with clients and other members of the public; - receive and account for monies and assist clients/ ratepayers. 	<p>Provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work and could include:</p> <ul style="list-style-type: none"> - Systems Administrator in small/medium sized council whose responsibility includes the security/integrity of the system; - operation of the computer to enable modification and/or correction of computer software systems/ packages and/or the identification of operational problems; - application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer; - provide a service utilising the full functions of a desk top publisher.

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Plan, coordinate and implement the activities/ policies of the local animal and plant control board and could include: - supervision of other staff.	Plan coordinate and administer the activities/ policies of local animal plant control boards and could include: - supervision of other staff; - preparation of the budgets.			
Responsibilities could include: - lead a team within a discipline related project; - liaison with other professionals at a technical level; - discussing techniques, procedures and/or results with clients on straight-forward matters.	Exercise professional responsibilities which could include: - supervision of the function; - tasks of a specialised detailed nature; - provide reports on progress of activities and provide recommendations; - carry out planning studies for particular projects including aspects of design; - utilise a high level of interpersonal skills in dealing with the public/ other organisations; - exercise professional judgment within prescribed areas	Supervise/manage operation of a discrete element which is part of a larger office and could include: - control and coordination of projects in accordance with corporate goals; - providing a consultancy service to a wide range of clients; - complex professional problem solving; - supervision of technical staff (on occasions other professional staff in the discipline).	<i>Refer to general responsibilities</i>	Ensure the outcome of work of significant scope and/or complexity and could include: - assessment and review of standards and work of other professionals/ external consultants; - initiate and formulate departmental/council programs; - implement council objectives within corporate goals; - develop and recommend ongoing plans and programs for department/council.
Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:	Responsibilities could include: - exercise responsibility for a specialised area of council; - provision of advice and assistance when non-standard procedures and processes are required; - understanding of all areas of computer operation;	<i>Refer to general responsibilities</i>	<i>Refer to general responsibilities</i>	Undertake functions across a range of administrative, specialist or operational areas/ specific programs/ activities and/or management of service delivery.

-identification of specific or desired performance outcomes; - application of computer programming knowledge and skills in systems development, maintenance and implementation; - undertake computer operations requiring technical expertise and experience.	- undertake programming in specialist areas; - exercise responsibility for a specialised area of councils computing operation; - undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the coordination of facets of the total program, media liaison, design and editing, layout of publications/displays.			
---	--	--	--	--

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY IS IN CHILD CARE	<ul style="list-style-type: none"> - Support role in a child care centre. - Report observations of individual children/ groups for program planning purposes. - If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups. - Assist with daily routines and give each child individual attention/ comfort as required. - Implement early child-hood program under supervision. - Work in accordance with licensing requirements under the Act and ensure the health and safety of the children in care. 	<ul style="list-style-type: none"> - Assist with the development, planning, implementation and evaluation of child care developmental programs and the coordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting. - Liaise with parents. - Under close direction. - Undertake work with individual children with particular needs. - Oversight and direction of Level 1A officers. 	<ul style="list-style-type: none"> - Accept responsibility for groups of children under and/or over two years of age. - Coordinate activities of more than one group. - Prepare, implement and evaluate development and/or special programs for individual or groups of children in consultation with the director. - Supervise lesser qualified workers. - Assist with administrative functions. - Supervise lesser qualified workers. 	<ul style="list-style-type: none"> - Perform the duties of assistant director in child care centre, supervise qualified and unqualified workers, plan and coordinate training programs, develop, plan the educational and/or development programs for areas within the centre. - Supervise qualified/unqualified workers, plan and coordinate training programs.
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES		<p>Enforce compliance with traffic by-laws and regulations at an elementary level.</p>	<p>Inspectorial duties involving the enforcement of general by-laws/regulations, assist senior officers with special projects.</p> <p>Assist with elementary building, health or animal and plan control inspections under</p>	<p>Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.</p>

			the regular direction of a senior qualified officer. (Trainee level)	<p>Undertake minor development assessment duties and could include:</p> <ul style="list-style-type: none"> - administer the requirements of the Planning Act; - checking applications for compliance. <p>Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies.</p> <ul style="list-style-type: none"> - undertake basic health or building inspections.
WHERE THE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES			Operate a community service program at an elementary level.	<p>Plan and coordinate elementary community based projects/programs, and could include:</p> <ul style="list-style-type: none"> - performing moderately complex functions; - social planning, demographic analysis, survey design and analysis; - duties of a specialised nature; - a single program at a more complex level.
WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER				Administer requirements of the Country Fires Act and the implementation of District Fire Prevention strategies.

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Manage a child care centre of no more than 35 places and could include:</p> <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee; - Develop, plan and supervise the implementation of educational developmental programs for children; - Formulate and evaluate annual budgets in liaison with committee; - Staff recruitment. 	<p>Manager a child care centre of no more than 60 places and could include:</p> <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee; - Develop, plan and supervise the implementation of educational and/or developmental programs for children; - Formulate and evaluate annual budgets in liaison with committee; - Staff recruitment. 			
<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:</p> <ul style="list-style-type: none"> - compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc; - site inspections; - advise on general planning procedures/ requirements and development/land division applications etc. <p>Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including :</p> <ul style="list-style-type: none"> - building or health applications including liaison with clients; - plans, permits, applications, etc; - site inspection 	<p>Undertake duties in the disciplines of building and health.</p>	<p>Supervision/ management responsibilities exercised within a multi-discipline.</p>		
<p>Assist senior officers with the planning and coordination of a community program of a complex nature.</p>	<p>Plan, develop and operate a community service program of a moderately complex nature.</p>			

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 - SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS

AND/OR TRAINING LEVELS 1A TO 3

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
REQUIREMENTS OF THE JOB	<ul style="list-style-type: none"> - Developing knowledge of centre policy and practices. - No formal qualifications required at this level. - Certificate in community services (TAFE) or equivalent. - It is desirable that officers are studying for an appropriate certificate. - Sufficient knowledge and experience to perform duties at this level. - Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. 	<ul style="list-style-type: none"> - A developing knowledge of the section/ department function and operation. - Basic knowledge of clerical/administrative practices and procedures relevant to the work area. - A developing knowledge of work practices and policies of the relevant work area. - Basic numeracy, keyboard, written and verbal communication skills relevant to the work area. - No formal qualifications required at this level. - At this level, employers are expected to offer substantial on-the-job training. - It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training OR Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. - Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills. 	<ul style="list-style-type: none"> - Basic skills in oral and written communication with clients and other members of the public. - Knowledge of established work practices and procedures relevant to the work area. - Knowledge of policies and regulations relating to the work area. - Understanding of clear but complex rules. - Understanding of basic computing concepts. - Application of techniques relevant to the work area. - Developing knowledge of statutory requirements relevant to the work area. - No formal qualifications required OR Entry point for three year degree/associate diploma/appropriate certificate without experience OR Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required OR Appropriate on-the-job training and relevant experience. 	<ul style="list-style-type: none"> - Thorough knowledge of work activities performed within the work area. - Sound knowledge of procedural/operational methods of the work area. - May utilise professional or specialised knowledge. - Ability to apply computing concepts. - Working knowledge of statutory requirements relevant to the work area. - Entry level for four year degree in the relevant discipline OR Entry level for three year degree plus graduate diploma in the relevant discipline OR Associate diploma with experience OR Three year degree plus 1 year professional experience in the relevant discipline OR Appropriate certificate with relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

**GENERAL OFFICERS CLASSIFICATION CRITERIA 4 - SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS
AND/OR TRAINING LEVELS 4 TO 8**

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<ul style="list-style-type: none"> - Knowledge of statutory requirements relevant to work area. - Knowledge of section procedures, policies and activities. - Sound discipline knowledge gained through previous experience, training or education. - Knowledge of the role of departments within council and/or service functions. - Specialists require an understanding of the underlying principles in the relevant disciplines. - Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience OR Associate diploma with relevant experience OR Lesser formal qualifications with substantial years of relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. 	<ul style="list-style-type: none"> - Knowledge of departmental programs, policies and activities. - Sound discipline knowledge gained through experience. - Knowledge of the role of council's structure and service. - Relevant degree with relevant experience OR Associate diploma with substantial experience OR Qualifications in more than one discipline OR Less formal qualifications with specialised skills sufficient to perform at this level OR Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. 	<ul style="list-style-type: none"> - Discipline/specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation. - Discipline knowledge gained through experience, training or education. - Appreciation of the long term goals of the organisation. - Detailed knowledge of program activities and work practices relevant to the work area. Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department. - Comprehensive knowledge of statutory requirements relevant to the discipline. - Degree with substantial experience OR Associate diploma with substantial experience OR Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> - Comprehensive knowledge of council policies and procedures. - Application of a high level of discipline knowledge. - Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience OR Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard OR A combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> - Detailed knowledge of council policy, programs and the procedures and practices. - High level of discipline knowledge. - Detailed knowledge of statutory requirements. - Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise (could be acquired through further qualifications in field of expertise or in management) OR Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard OR A combination of experience, expertise and competence sufficient to perform the duties of the position.
<p>Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service.</p>	<p>Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.</p>		<p>Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.</p>	

SENIOR OFFICERS CLASSIFICATION CRITERIA – Bands 1 & 2

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

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

SENIOR OFFICERS CLASSIFICATION CRITERIA – Bands 1 & 2

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

ORGANISTATIONAL RELATIONSHIPS	<ul style="list-style-type: none">- Manage a team/small department.- May be a specialist responsible for a major function which is of significant importance to Council.- Report to a more senior officer or the CEO.	<ul style="list-style-type: none">- Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department.- Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area.- Report to a more senior officer or the CEO.
----------------------------------	---	--

SENIOR OFFICERS CLASSIFICATION CRITERIA – Bands 3 & 4

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

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

<ul style="list-style-type: none"> - Responsibility and accountability for human, financial and technical resources under their control. - Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible. - Responsibility for developing policies. 	<ul style="list-style-type: none"> - Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/ efficiency of overall program.
<ul style="list-style-type: none"> - In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO. - Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior officer. - Direction over sub-ordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work area. - May report direct to the CEO. 	<ul style="list-style-type: none"> - Operate with high degree of independence in the execution and adaptation of work plans. - May exercise major delegated authority from Council or CEO. - Will report direct to CEO.

APPENDIX B

KPI FOR EMPLOYEE ENTERPRISE AGREEMENT	YEAR		
	YEAR 1	YEAR 2	YEAR 3
Cost Saving Initiatives	\$20,000	\$30,000	\$30,000
Interplan monthly progress updates completed	75%	80%	85%
Risk assessments completed in accordance with Council Report requirements	80%	85%	90%
Sustainable Excellence Projects Successfully Completed	6	6	6
Trim - number of actions completed on time	75%	80%	85%

APPENDIX C – SALARY SCHEDULE : GENERAL OFFICERS

LEVEL	SALARY PER ANNUM		
	Base Rate	Base Rate Plus 5%	2010 Plus 2.5%
LEVEL 1	\$ 35,735	\$ 37,522	\$ 38,460
	\$ 36,479	\$ 38,303	\$ 39,261
	\$ 37,519	\$ 39,395	\$ 40,380
	\$ 38,635	\$ 40,567	\$ 41,581
	\$ 39,750	\$ 41,738	\$ 42,781
	\$ 40,865	\$ 42,908	\$ 43,981
LEVEL 2	\$ 41,995	\$ 44,095	\$ 45,197
	\$ 43,111	\$ 45,267	\$ 46,398
	\$ 44,227	\$ 46,438	\$ 47,599
	\$ 45,342	\$ 47,609	\$ 48,799
LEVEL 3	\$ 46,456	\$ 48,779	\$ 49,998
	\$ 47,572	\$ 49,951	\$ 51,199
	\$ 48,688	\$ 51,122	\$ 52,400
	\$ 49,804	\$ 52,294	\$ 53,602
LEVEL 4	\$ 50,918	\$ 53,464	\$ 54,800
	\$ 52,033	\$ 54,635	\$ 56,001
	\$ 53,149	\$ 55,806	\$ 57,202
	\$ 54,265	\$ 56,978	\$ 58,403
LEVEL 5	\$ 55,379	\$ 58,148	\$ 59,602
	\$ 56,495	\$ 59,320	\$ 60,803
	\$ 57,610	\$ 60,491	\$ 62,003
LEVEL 6	\$ 59,469	\$ 62,442	\$ 64,004
	\$ 61,328	\$ 64,394	\$ 66,004
	\$ 63,186	\$ 66,345	\$ 68,004
LEVEL 7	\$ 65,046	\$ 68,298	\$ 70,006
	\$ 66,904	\$ 70,249	\$ 72,005
	\$ 68,762	\$ 72,200	\$ 74,005
LEVEL 8	\$ 70,994	\$ 74,544	\$ 76,407
	\$ 73,224	\$ 76,885	\$ 78,807
	\$ 75,455	\$ 79,228	\$ 81,208

Junior Rates Apply to Level 1 Rates as follows

Years of Age	% of First Yr adult service			
		Base Rate	Base Rate Plus 5%+	2010 Plus 2.5
17& under	62%	\$ 23,257	\$ 24,420	\$ 25,030
18	72%	\$ 26,765	\$ 28,103	\$ 28,800
19	82%	\$ 30,275	\$ 31,789	\$ 32,580
20	92%	\$ 33,784	\$ 35,473	\$ 36,360

Trainee rates to apply to level 2 rate as follows:

% of First Yr Level 2 Rate				
1st yr service	72%	\$ 31,385	\$ 32,954	\$ 33,778
2nd yr service	82%	\$ 35,536	\$ 37,313	\$ 38,246
3rd yr service	92%	\$ 38,187	\$ 40,096	\$ 41,099

APPENDIX D – ANNUALISATION OF LIBRARY SALARIES

		Base Rate	Base Rate Plus 5%	2010 Plus 2.5%
P/T PM	LEVEL 1			
		\$ 39,040	\$ 40,992	\$ 42,017
		\$ 39,864	\$ 41,857	\$ 42,904
		\$ 41,014	\$ 43,065	\$ 44,141
		\$ 42,248	\$ 44,360	\$ 45,469
		\$ 43,484	\$ 45,658	\$ 46,800
		\$ 44,716	\$ 46,952	\$ 48,126
P/T AM	LEVEL 2			
		\$ 43,986	\$ 46,185	\$ 47,340
		\$ 45,210	\$ 47,471	\$ 48,657
		\$ 46,384	\$ 48,703	\$ 49,921
		\$ 47,562	\$ 49,940	\$ 51,189
P/T PM	LEVEL 2			
		\$ 45,672	\$ 47,956	\$ 49,154
		\$ 46,608	\$ 48,938	\$ 50,162
		\$ 47,822	\$ 50,213	\$ 51,468
		\$ 49,042	\$ 51,494	\$ 52,781
F/TIME	LEVEL 2			
		\$ 43,354	\$ 45,522	\$ 46,660
		\$ 44,510	\$ 46,736	\$ 47,904
		\$ 45,666	\$ 47,949	\$ 49,148
		\$ 46,823	\$ 49,164	\$ 50,393
	LEVEL 3			
		\$ 47,978	\$ 50,377	\$ 51,636
		\$ 49,133	\$ 51,590	\$ 52,879
		\$ 50,289	\$ 52,803	\$ 54,124
		\$ 51,448	\$ 54,020	\$ 55,371
	LEVEL 4			
		\$ 52,601	\$ 55,231	\$ 56,612
		\$ 53,757	\$ 56,445	\$ 57,856
		\$ 54,912	\$ 57,658	\$ 59,099
		\$ 56,071	\$ 58,875	\$ 60,346
	LEVEL 5			
		\$ 56,914	\$ 59,760	\$ 61,254
		\$ 57,914	\$ 60,810	\$ 62,330
		\$ 58,914	\$ 61,860	\$ 63,406
	LEVEL 6			
		\$ 60,580	\$ 63,609	\$ 65,199
		\$ 62,360	\$ 65,478	\$ 67,115
		\$ 64,253	\$ 67,466	\$ 69,152
	LEVEL 7			
		\$ 66,145	\$ 69,452	\$ 71,189
		\$ 68,038	\$ 71,440	\$ 73,226
		\$ 69,931	\$ 73,428	\$ 75,263

APPENDIX E – SALARY SCHEDULE : SENIOR OFFICERS

LEVEL	SALARY PER ANNUM		
	Base Rate	Base Rate Plus 5%	2010 Plus 2.5%
LEVEL 1	59,469	62,442	64,004
	61,328	64,394	66,004
	63,187	66,346	68,005
LEVEL 2	65,046	68,298	70,006
	66,904	70,249	72,005
	68,763	72,201	74,006
LEVEL 3	70,994	74,544	76,407
	73,224	76,885	78,807
	75,455	79,228	81,208
LEVEL 4	77,749	81,636	83,677
	80,651	84,684	86,801
LEVEL 5	84,277	88,491	90,703
	87,179	91,538	93,826
LEVEL 6	90,806	95,346	97,730
	93,708	98,393	100,853
LEVEL 7	97,335	102,202	104,757
	101,688	106,772	109,442
LEVEL 8	107,491	112,866	115,687
	113,293	118,958	121,932
LEVEL 9	121,999	128,099	131,301
LEVEL 10	136,507	143,332	146,916

APPENDIX F – GLOSSARY OF TERMS

ACTIVITY

Tasks performed within a function.

BASIC

Fundamental, uncomplicated.

COMPLEX

- *Limited complexity*
Relates to work which involves the application of established principles, practices and procedures. Generally, actions and responses which can be readily identified and repeated from previous experience.
- *Moderately*
To a lower degree than complex, less extensive.
- *Complex*
Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.
- *Very complex*
The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills within the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

CONTROL

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

CO-ORDINATE

Bring together all common activities to achieve an integrated outcome.

CRITICAL

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

DIRECTION

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

- *General direction*
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers, is subject to final checking and, only as required, progress checking.
- *Limited direction*
Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.
- *Broad direction*
Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

ENVIRONMENTAL HEALTH OFFICER

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

ESTABLISH

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

EXERCISE

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

EXPERIENCE

- *Experienced*
This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.
- *Considerable experience*
This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.
- *Extensive experience*
This means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

FUNCTION

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

GRADUATE

Degree holder.

GUIDANCE

Providing or receiving information on policies, procedures and practices.

IMPLEMENT

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

INITIATE

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

INNOVATIVE

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

INSTRUCTION

Imparted to another, directions given.

INTERPRET

To clarify or explain, translate.

JUDGEMENT

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

KNOWLEDGE

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

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

MAINTAIN

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

MANAGE

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

MANAGEMENT

The technique or practice of managing or controlling.

MONITOR

Check on a regular basis.

NEGOTIATE

To confer with others with a view to reaching agreement.

NOVEL

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

OPERATION

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

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

OVERSIGHT

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

PRACTICE

Regular or systematic action, method.

PROCESS

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

PROFESSIONAL

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

PROGRAM

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

PROJECT

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

RESPONSIBLE

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

REVIEW

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

ROUTINE

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

SIGNIFICANT

Noteworthy, of considerable amount of effect or importance.

SUPERVISION

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

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

SUBSTANTIAL

Ample or considerable amount.

SUPPORT

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

TECHNICAL OVERSIGHT

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

TRAINEE – LEVEL 2

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

UNDERLYING

Fundamental, to form the basis or foundation.