

CITY OF SALISBURY MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO 10, 2013

File No. 03437/2013B

**This Agreement shall come into force on
and from 29 August 2013 and have a life
extending until 30 June 2015.**

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



DATED 29/8/2013.

A handwritten signature in black ink, appearing to read "P. J. McNeil".

COMMISSION MEMBER





City of Salisbury

**Municipal Officers
Enterprise Agreement 2013**

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1. Application and Operation of Agreement

1.1. Preliminary

This document supersedes, rescinds and replaces the existing certified Agreement - City of Salisbury Municipal Officers Collective Agreement No 9, 2011.

1.2. Title

1.2.1. This Agreement shall be known as the City of Salisbury Municipal Officers Enterprise Agreement No 10, 2013.

1.2.2. In accordance with Fair Work Act 1994 section 81 (3), this enterprise agreement operates to exclude the application of the applicable award only to the extent of inconsistency with the Award.

1.3. Parties Bound

1.3.1. This agreement shall be binding upon the City of Salisbury, the Australian Municipal Administrative Clerical and Services Union (ASU) and the salaried employees of the City whose duties, responsibilities, work description or remuneration are contained within its terms, and generally upon employees whose salaries are covered by the classification criteria of this agreement.

1.3.2. This agreement will not be binding on the following officers, provided they have agreed to accept a contract of employment that provides for their salary and employment conditions.

- Chief Executive Officer
- Departmental Heads

1.4. Definitions

For the purposes of this Agreement:

“Act”	The <i>Fair Work Act 1994 (SA)</i> , as amended from time to time.
“Award”	South Australian Municipal Salaried Officers Award (as amended or replaced).
“Commission”	The South Australian Industrial Relations Commission.
“Consultation”	Seeking advice and comment from Employees who may be affected by proposed changes and taking into account

those discussions before any decisions are made to implement any changes.

“Council” and “Employer”	shall mean the City of Salisbury
“Direct Manager”	shall mean the employees direct line manager, supervisor or team leader responsible for the management of the employee, unless an alternative is specified.
“Employee” and “Officer”	Any employee of Council who performs work covered by this Agreement, the CEO and those named in 1.3.2 who may be subject to individual contracts.
“Immediate family or household member”	<p>This term includes the following:</p> <ul style="list-style-type: none">• Partner (married or de-facto), including same-sex partners;• Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child);• The employee’s parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee’s partner• A person with whom the employee identifies as an immediate family member, and as agreed by their direct manager,
“Level”	The Classification Level under the classification structure provided as Appendix 2.
“Mutual Agreement”	Consent for an action between two or more parties, one of whom will be a management representative from the 2nd or third tier of management or their delegated nominee, the other will be the affected employee or where they choose, their nominated representative.
“Representative”	A person who is a member of the JCC or a Representative of the Employee’s choice.
“Redundancy”	Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be

done by anyone and that decision may lead to the termination of employment of the employee.

“Union”

Australian Municipal Administrative Clerical & Services Union (ASU)

1.5. Period of Operation

This Agreement shall remain in force from the time at which the agreement is approved until the nominal expiry date of 30 June 2015. The parties shall commence the process for negotiations for a new agreement six months prior to the nominal expiry date of the Agreement.

1.6. Intent

The objective of this agreement is to

1.6.1. set out the general conditions of employment for employees covered by this agreement and

1.6.2. facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices that facilitate flexibility and enhanced delivery of services.

1.7. Joint Consultative Committee

1.7.1. The employer and employees are committed to an ongoing consultative framework that will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (JCC).

1.7.2. The JCC will meet at least four times per year or more frequently, as determined by the Chairperson. Members of the JCC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision making process during the term of this agreement.

1.7.3. This committee shall consist of:

1.7.3.1. A management representative who will act as Chairperson.

1.7.3.2. Three other management representatives as determined by the CEO.

1.7.3.3. Up to seven staff representing employees who are elected by employees.

- 1.7.3.4. Other persons, which may include an ASU official, by invitation of the Chairperson for a specific meeting, following recommendations from any member of the Committee.

1.7.4. The role of the JCC shall be to:

- 1.7.4.1. Review and monitor the operation and implementation of the Agreement.
- 1.7.4.2. Assist in the resolution of concerns and/or disputes arising from the application of the Enterprise Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures as set out in Clause 2.3.
- 1.7.4.3. Provide a forum for consultation and information flow in relation to the introduction of any change to workplace practices and relevant to the role of the JCC.
- 1.7.4.4. Provide a forum for consultation and information flow in relation to any matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.
- 1.7.4.5. Make recommendations to the Executive in relation to any policy initiatives or changes to work practices.

1.8. Sustainable and Productive Practices

- 1.8.1. Council is committed to achieving excellence through enhancing and sustaining organisational capacity in the provision of services to its community
- 1.8.2. It has an obligation to manage the delivery of its services by the most effective and efficient means to ensure that it is both financially sustainable and effective in meeting the needs of the community. The parties to this clause (ie: employer and employees) recognise their obligations in working together to achieve these outcomes and at all times striving for best practices and innovation in everything it does.
- 1.8.3. To this end the parties agree to engage collaboratively over the term of this agreement to identify, investigate and implement productivity and efficiency improvements that will enhance the organisational capacity of the organisation.

- 1.8.4. In Councils endeavours to ensure that it maintains a sustainable service to ratepayers, all employees will be expected to participate in and support activities, initiatives and operational reviews aimed at assessing and improving its performance. These reviews will focus on:
- 1.8.4.1. defining required service levels and commensurate resourcing levels and practices and associated performance indicators for each service area
 - 1.8.4.2. identifying improved reporting and measurement of all programmed and reactive maintenance activities undertaken.
- 1.8.5. In undertaking this work assessments will be based on consideration of a true comparison of all relevant factors taking into account costs, quality, responsiveness, accountability, and documented service needs.
- 1.8.6. The parties agree that where performance improvement opportunities are identified they shall work together to improve such performance to achieve identified benchmarks.

1.9. Monitoring Workloads

- 1.9.1. The organisation will monitor workloads through the business planning and performance, development and review processes. Whereby a staff member believes that their wellbeing is being adversely affected by additional unplanned workloads they should first discuss with management for action. Whereby a staff member believes that their workload remains unreasonable this may be brought to the attention of the JCC through this clause.
- 1.9.2. Where any member of the Joint Consultative Committee is advised that maintaining and/or improving sustainable services to customers is being jeopardised by workload factors, the parties agree that this should be investigated with a view to developing measures and systems for the management of workloads within the affected area.
- 1.9.3. Where a number of areas of concern are notified to the JCC It is further agreed that this investigative work should be undertaken through a JCC working party and that this work be completed within 12 months of the notification being received.
- 1.9.4. In the event that matters remain unresolved either party will have the right to exercise the provisions of the dispute settlement procedure set out at clause in an effort to resolve the issues that remain in dispute.”

1.10. Legislative Status

Where reference is made to Acts of the South Australian or Commonwealth Parliaments, this is not intended to incorporate the full provisions of this legislation into this Agreement as terms of this Agreement.

2. Communication, Consultation and Dispute Resolution

2.1. Introduction of Change

The Employer and Employees recognise that ongoing change is a feature of the work environment and that appropriate consultation on the management of significant change is essential. In this regard, the Council is committed to open and honest consultation with employees and their chosen representatives prior to any decisions being made.

For the purpose of this Agreement, 'significant change' will be deemed to include, but not limited to:

- Change in workforce size and/or structure
- Amalgamation with other organisations
- Consideration of alternative service delivery

Council shall consult with affected employees and their chosen representatives, and ensure that all relevant information concerning proposed change is communicated to them as an integral part of this process.

One of the aims of this consultation will be to raise issues and canvass options that may serve to mitigate against any adverse effects on employees that may arise as a result of such change.

Council shall provide in writing to the employees and their chosen representatives an impact statement concerning the proposed change, including the expected effects on employees.

2.2. Employee Representatives

The Employer and Employees accept the role of employee representatives in problem solving, negotiation, communication and promoting a spirit of cooperation between employees and management. Employee representatives also have a particular role in ensuring industrial harmony in the workplace through their participation on the JCC and in assisting in the management and introduction of changes to the workplace.

Employees who are elected to a representative role shall: -

- Be treated with respect and without discrimination.
- Negotiate, when requested, on behalf of employees in the workplace.
- Be permitted access to the Council Intranet for posting authorised information pertaining to the employment relationship.
- Act in a constructive and positive way to further the objectives of this Agreement as set out within Clause 1.6.

- To be granted leave to attend appropriate workplace representation training, up to 5 days per calendar year or where otherwise agreed with management.

2.3. Dispute Avoidance/Settlement Procedures

The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute arising out of matters with this agreement. The Employer and Employees agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved if possible, by conciliation at the Enterprise level.

- 2.3.1. During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions. The provisions of the Occupational Health and Safety Act 1986 apply independently of this clause.
- 2.3.2. At each stage of this procedure a record should be made of the time and date of discussions and relevant outcomes. Such records should be signed off as accurate by the employee/s and employer.

Stage One

The employee/s and/or chosen employee representative will contact the relevant manager notifying him/her that a dispute exists and attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee/s and, if requested, a representative of the employee's choice, will meet with the Manager, the Manager, People and Culture and the relevant Departmental Head.

Where possible the process contained in Stages One and Two should be completed with five (5) working days of the issue being raised at Stage One to ensure its expedient resolution.

Stage Three

If the matter is still not resolved, a discussion shall be held between the employer, the employee and their chosen representatives.

Stage Four

If the matter is not resolved following Stage Three, the matter in dispute shall be jointly or individually referred to the South Australian Industrial Relations Commission for conciliation, or if unsuccessful, for arbitration.

- 2.3.3. Nothing contained in this clause shall prevent the Employee or his or her chosen representatives from raising matters directly with the employer.

3. Employment Relationships

3.1. Tenure

3.1.1. The Employer and Employees acknowledge the importance of a flexible workforce in enabling Council to respond to changing pressures of community demand and legislative requirements. In this regard it is recognised that Council's workforce will need to comprise a mixture of full-time, part time and casual employees, and employees on fixed term contracts.

3.2. Probationary Period

3.2.1. All appointments shall be subject to a probationary period of employment of six (6) months from initial engagement with the employer.

3.2.2. In the event that an improvement in performance is required during the probationary period, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the employer.

3.2.3. If an employee is not satisfying their employment requirements then the employer may terminate employment with 1 week notice.

3.3. Casual Employment

3.3.1. The Employer and Employees recognise that from time to time specific circumstances occur which warrant the extended use of casual employees in a particular position.

3.3.2. Council will not use casual employees on an ongoing basis as an alternative to the direct employment of full-time or part-time employees.

3.3.3. Casual employees who have been in continuous employment with Council for a period exceeding 3 months shall be given the opportunity to apply for internally advertised positions.

3.3.4. Casual employees shall be entitled to be paid a loading of twenty percent in addition to the appropriate ordinary time hourly rate for the normal duties involved.

3.3.5. If during the life of this agreement the award is varied or replaced and the local government industry adopts a higher casual loading then the employer will make adjustments, including any recommended phased implementation, in accordance with the award.

- 3.3.6. The loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 3.3.7. A casual employee shall be entitled to overtime or penalty payment in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for in this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the twenty percent loading.

3.4. Part Time /Job Share/Pre-Retirement Employment

- 3.4.1. All employees are eligible to apply to work on a part-time or job share basis or to apply for a part-time pre- retirement contract. Council will consider all applications on their merits, taking into account operational requirements. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid maternity leave and employees seeking a transition to retirement.
- 3.4.2. Any approved arrangement shall be the subject of a contractual agreement.
- 3.4.3. Where the hours of work for part time employees are extended by mutual agreement, the additional hours worked will be subject to the terms of Clause 5.1 (Hours of Work).
- 3.4.4. Part time employees shall progress through the incremental steps of the classification levels each twelve months following their anniversary date.
- 3.4.5. An employee wishing to negotiate a transition to retirement part-time contract of employment, which may be for a period of up to three years, shall make a request to the relevant Departmental Head. That Departmental Head shall consider whether such a part time employment arrangement is compatible with reasonable operational arrangements and make a recommendation to the CEO. If the arrangement is approved by the CEO, the arrangement shall be formalised through a revised contract of employment.
- 3.4.6. The provisions of this agreement shall apply on a pro rata basis to all part-time employees.

3.5. Fixed Term Employment

- 3.5.1. The Employer and Employees acknowledge the following circumstances under which fixed term employment for an employee may be appropriate.

Where the position is one or more of the following:

- 3.5.1.1. funded by an external body, or is directly engaged by the Council to support such funded positions
 - 3.5.1.2. for a specific project of defined duration or for work of limited duration including traineeships and cadetships, and where a considerable downturn in, or cessation of, work quantum is anticipated.
 - 3.5.1.3. necessary to replace an employee who is on secondment or extended leave for a period greater than three months
 - 3.5.1.4. for new appointments to positions classified at or above a Level 7 classification.
- 3.5.2. Any fixed term employment offered by Council shall be for a term of no less than 3 months and no greater than 5 years duration. Extensions to the term of employment to complete project work may be for periods of less than 3 months.
- 3.5.3. For fixed term employment with a duration of 2 years or greater Council shall give the employee 3 months notice in writing of its intention not to renew the employment and the grounds on which the decision was made.
- 3.5.4. For positions classified below Level 7, where Council has resolved to continue with the same position for a fixed term, or additional funding from an external body is provided, then the employee shall have the right to continue in their employment subject to having performed their duties satisfactorily in accordance with the expectations of their position description and Council's performance review process.
- 3.5.5. Through workforce planning or change management process, the employer may offer or a permanent employee may apply to have his/her permanent appointment changed to a fixed term appointment for a period of up to five (5) years. Renewal of contract will only occur where there is an operational need and CEO approval is provided. This clause is subject to the principles of clause 3.10 (Workforce Flexibility).

3.6. Notice of Termination by an Employer

3.6.1. In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

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

3.6.2. In addition to the notice in clause 3.6.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.

3.6.3. Payment in lieu of the prescribed notice in clause 3.6.1 and 3.6.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

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

3.6.4.1. the employee's ordinary hours of work (even if not standard hours);

3.6.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

3.6.4.3. any other amounts payable under the employee's contract of employment.

3.6.5. Job Search Entitlement

Where the employer has given notice of termination to an employee, an employee shall be allowed up to one (1) 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.

3.6.6. The period of notice in clause 3.6.1 and 3.6.2 does not apply to:

3.6.6.1. employees dismissed for serious misconduct or breach of employment contract;

3.6.6.2. apprentices;

3.6.6.3. employees engaged on a fixed term contract under clause 3.5 where the contract states the notice period;

3.6.6.4. trainees whose employment under a traineeship agreement or an approved traineeship, is for a specified period or is, for any other reason, limited to the duration of the agreement;

3.6.6.5. redundancies under clause 3.9.2;

3.6.6.6. casual employees; or

3.6.6.7. employees on a probationary/qualifying period.

3.7. Notice of Termination by an Employee

Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer a minimum of two (2) weeks notice of their intention to do so, or in lieu thereof, the employee shall forfeit the salary appropriate to the two (2) weeks notice period from entitlements owing in their termination payment, unless otherwise agreed between the employer and the employee. Provided that, where the express provisions of an officer's employment contract provides for a longer period of notice, such provisions shall apply.

3.8. Income Protection Exclusion of Entitlements

Leave entitlements do not accrue where an employee is absent from work and is receiving payments under an income protection insurance policy for any illness or injury from a non work related cause.

3.9. Redundancy

3.9.1. No Forced Redundancies

The Employer and Employees recognise the importance of balancing employment security and workplace flexibility. For the period of this Agreement, there shall be no forced redundancies.

Natural attrition, voluntary redundancies (including job swap), negotiated separation, and redeployment will be the means of managing surplus employees in those situations where organisational changes determine that a position(s) is no longer required. Every endeavour shall be made by:

- a) the employer to redeploy employees to a position of equivalent salary and conditions; and
- b) by the employee to approach the training and duties associated with the redeployed position in good faith.

3.9.2. Voluntary Separation Package

Any employee whose position is redundant or substantially changed may be offered and choose to accept a voluntary separation package, where redeployment in accordance with 3.9.6 is not an option or has been exhausted or by agreement, to be calculated on the following basis:-

- a) minimum 6 weeks' notice (or salary in lieu) and 2 weeks' pay for every year of completed service with the City of Salisbury to a maximum of 104 weeks, and
- b) full long service leave and annual leave entitlements.

3.9.3. Furthermore, the employer may offer an outplacement service including professional career and financial advice to the employee and pay such reasonable amounts (up to 10% of current salary) as may be necessary.

3.9.4. For the purposes of this clause, the term "salary" will be the employee's salary inclusive of normal penalties and regular ongoing allowances, including the imputed value of a motor vehicle where a motor vehicle forms part of the employee's employment package, but exclusive of superannuation and overtime.

3.9.5. Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the notice of redundancy, the salary level shall be the employee's salary in such higher position at that date.

3.9.6. Redeployment

It is the primary aim to place redeployed employees into a position of equal classification and status as their pre-redeployment position and where the skills and abilities of the employee (with reasonable upskilling) are required and may be utilised by the organisation.

- a) If, after examining all options, redeployment to such a position is not possible, an employee may be redeployed into a position not more than one classification lower than their previous classification level.
- 3.9.7. An employee redeployed to an alternative job with a lower classification level shall maintain their current salary for a minimum period of 12 months.
 - 3.9.8. At the end of this period, the salary level for the employee will be frozen until such time as the salary increases applicable to the redeployment position match that of the redeployed employee.
 - 3.9.9. For the purposes of this clause "current salary" shall refer to the salary level applicable to the current classification exclusive of any penalty arrangements pertaining to the redundant position.
 - 3.9.10. Training to be mutually agreed between the employee and the employer, shall be made available to assist a redeployed employee in taking up their new position.
 - 3.9.11. The employee has up to six weeks from commencement in the redeployed position to confirm acceptance of that position or choose a Voluntary Separation Package.
 - 3.9.12. At all times employees will be treated with respect and dignity and any redeployment option will be treated as a high priority with due regard given to the personal situation of the employee.
 - 3.9.13. Clause 3.9 does not apply to:
 - 3.9.13.1. employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - 3.9.13.2. employees during a qualifying period;
 - 3.9.13.3. apprentices;
 - 3.9.13.4. trainees or cadets;
 - 3.9.13.5. employees' engaged for a specific fixed-term contract under clause 3.5; or
 - 3.9.13.6. casual employees.

3.10. Workplace Flexibility

The employer acknowledges the positive benefits that flexibility in the workplace can provide to both the employee and the organisation. The employer is

committed to providing a flexible work environment and flexible workplace options that support the community.

Workplace Flexibility enables both the individual and organisations needs to be met through making changes to the time (when), location (where) and manner (how) in which an employee works. Flexibility should be mutually beneficial to both the employer and employee and result in superior outcomes.

- a) Workplace flexibility options may be instigated by the employee by application or the organisation through a change management process.
- b) Approval by the employer for an employee to participate in a flexible work arrangement will depend on balancing operational requirements and workforce planning needs with providing workplace flexibility and may not be approved if operational requirements are not able to be managed.
- c) Each application will be determined based on the merit of the individual case and the individual circumstances of the job role, personal needs and the needs of the organisation at the time of the application and will not be held to apply to any other case or application.
- d) The impact on organisational outcomes, service delivery and the community will be considered prior to any other issue and shall be balanced with the needs of the individual where possible.
- e) Flexible work arrangements should not interfere with the smooth flow of work within Work Teams, Divisions, and Departments. These arrangements will not result in an unreasonable increase in the workload of other employees.
- f) Employee shall not be disadvantaged with respect to the full range of conditions and opportunities, including professional development and career advancement, as a result of participating in a flexible work arrangement.
- g) This clause will be supported by the Workplace Flexibility guidelines and associated procedures, as amended or replaced.

4. Rates of Pay and Related Matters

4.1. Classification and Rates of Pay

- 4.1.1. The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Appendix 1 of this Agreement and will include, for salary purposes, the relevant prescribed allowances.
- 4.1.2. The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 4.1.3. In classifying an employee, the employer shall observe the procedure contained in Appendix 2 of this Agreement to apply the appropriate salary level. On initial appointment, the employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 4.1.4. An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the provisions of clause 4.1.3 above. Where an employee disagrees with the classification assigned by the employer, he/she may lodge an appeal under the terms provided for under clause 4.2.
- 4.1.5. Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

4.2. Reclassification Principles

- 4.2.1. All Departmental Heads have a responsibility to ensure that positions within their Departments are appropriately classified.
- 4.2.2. The CEO has authority to approve reclassifications. Departmental Heads have a responsibility to notify the CEO of a position whose duties have changed to warrant reclassification and the date on which the new duties became operative.
- 4.2.3. Employees may also initiate the reclassification process by requesting in writing that their Departmental Head review the classification of their position. Such applications will need to

provide a sound justification as to why the position should be reclassified.

- 4.2.4. The Departmental Head will acknowledge all applications. Successful applications will be backdated to the date of the application provided higher-level duties were clearly an operational requirement at the time.
- 4.2.5. It is an expectation of the Employer and Employees to this agreement that a request to review a classification will be determined within a period of 8 weeks from the time of lodgement.
- 4.2.6. Employees whose applications are unsuccessful have the right to appeal against a decision if they are dissatisfied with the reasons given. The provisions of the Dispute Resolution Procedure shall be used for this purpose.

4.3. Payment of Wages

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

4.4. Availability Allowance

This clause applies to any employee instructed to be available for recall to work outside of their normal working hours.

- 4.4.1. For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.
- 4.4.2. Where a lesser state of readiness is required by the employer, the provisions of clause 5.6 (Call Out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- 4.4.3. An employee instructed to carry out 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.
- 4.4.4. The allowance stated in 4.4.3 does not apply during periods of absence longer than 3 days from the workplace.

4.5. Motor Vehicle Licences

- 4.5.1. Where an Employee is required to drive a council vehicle or drives a personal vehicle to attend to council business, the Employee will be required to maintain a current driver's licence. Council shall not pay for an employee's driver's licence.

4.6. Travelling Expenses

All authorised travelling expenses incurred by any employee in the course of their official duties shall be paid/reimbursed by the employer where an appropriate tax invoice or receipt is produced.

4.7. Superannuation

- 4.7.1. The parties agree that all employees shall have their choice of superannuation funds. Local Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 4.7.2. All new employees will be provided with a standard choice form to enable them to select a fund in accordance with the relevant superannuation legislation. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super.
- 4.7.3. Employees may only change their choice of fund once every 12 months.

4.8. Salary Sacrifice

The employee's substantive salary for all purposes such as, but not limited to the entitlements including superannuation, leave and annual leave loading, penalties, separation package, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act (1986) shall be the pre-sacrificed salary.

- 4.8.1. Salary Sacrifice – Superannuation
- 4.8.2. Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement shall not be unreasonably withheld by the employer) to salary sacrifice any part or all of his/her salary (including Award or Enterprise Agreement based salary/wages) to their choice of superannuation fund as outlined in Clause 4.7 above.
- 4.8.3. As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

- 4.8.4. The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed.
- 4.8.5. Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (ie 1%, 2% 3% etc).
- 4.8.6. A minimum of 4 weeks notice will need to be given by the employee of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.
- 4.8.7. Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.
- 4.8.8. Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of 4 weeks is given.
- 4.8.9. All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime, shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.
- 4.8.10. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 4.8.11. Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.
- 4.8.12. Salary Sacrifice – Other
- By agreement between the Council and the employee, the employee may request to sacrifice his/her gross salary by written request.
- The Employer and Employees agree that salary sacrifice arrangements be implemented on the following basis:
- 4.8.12.1. The amount of gross salary to be sacrificed shall not exceed 50% of the employee's salary. For the purposes of this clause, gross salary refers to the salary that the employee would have received had they not entered into a salary sacrifice arrangement.

4.8.12.2. Prior to the Council agreeing to implement salary sacrifice for any employee covered by this Agreement, financial advice must be sought by the employee from an accredited financial advisor. The Council may require the employee to provide evidence that this has occurred. Such financial advice shall be at the cost of the employee.

4.8.12.3. The council and the employee shall have agreed to the items capable of being included in the salary sacrifice arrangement and the application is accepted by and meets the terms of remuneration packaging/salary sacrifice guidelines as developed by the council.

4.8.12.4. The council and the employee shall have agreed that the implementation of the salary sacrifice arrangement will not result in additional cost to the employer, including any liability for Fringe Benefits Tax.

5. Working Arrangements

5.1. Hours of Work

The Employer and Employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services. Working hours for employees will therefore need to be structured on a flexible basis in accordance with the following guidelines:-

5.1.1. Standard working hours for each week will be 38 hours.

5.1.2. The agreed span of working hours shall be between 7.00 a.m. and 7.30 p.m. over five days per week, Monday to Friday inclusive, excluding public holidays. No penalty payments will be made for work undertaken within this span of hours except where an employee is required to work in excess of 10 hours a day.

5.1.3. Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply. This is on the understanding that there is mutual agreement and is in the interest of improved customer service.

5.1.4. Over time penalty rates in 5.2 and 5.4 will only apply under the following conditions: -

- Where the work is outside the span of working hours (Monday to Friday); or
- For any hours in excess of 10 per day worked at the request of management.

- 5.1.5. Weekends and public holiday loadings will be paid in accordance with the provisions contained within the Award.
- 5.1.6. Where Employees under this Agreement are required to supervise other Employees who are covered under a separate Workplace Agreement which allows for a nine day fortnight, those supervising Employees may arrange their work over nine days per fortnight in accordance with the above guidelines.
- 5.1.7. Flexitime can be accumulated up to but not exceeding 15.2 hours in excess of 152 hours per 4-week period. Where additional hours are worked under the terms of Clause 5.1.2 and 5.1.3, the direct Manager may approve the accumulation of flexitime beyond 15.2 hours duration in accordance with the relevant procedure as amended or replaced.
- 5.1.8. Employees should reach agreement with their direct manager on an arrangement for managing their hours of work, and where requested, a mechanism for recording these hours.
- 5.1.9. An employee may elect, with the consent of their direct manager, to work “make-up time”, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 5.1.10. Employees are not required to work more than five hours without a meal break of no less than thirty minutes. That meal break is unpaid and does not form part of the employee’s ordinary hours of work.

5.2. Penalty Rates on Ordinary Time

- 5.2.1. Employees who as part of their ordinary hours of duty regularly perform work prior to 7.00 am or after 7.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 5.2.2. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50%, in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 5.2.3. Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 5.2.3.1. 150% in addition to their ordinary time rate of pay; or

5.2.3.2. 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 employer.

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

5.2.5. Employees who qualify under 5.2.4 hereof shall have all annual leave loading calculated at the rate of twenty per cent instead of 17.5%.

5.2.6. If an employee works Saturday and Sunday as part of their ordinary week, then they shall be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the Employer and Employees.

5.2.7. The penalty provisions of this subclause will not apply to supervisory staff as defined in clause 5.1.6 hereof

5.2.8. These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

5.3. Library Officers

5.3.1. Except where a written hours agreement exists as provided for within clause 5.7, Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5.00 pm shall be paid a loading as set out below for all such hours worked after 5.00 pm.

5.3.1.1. for employees paid up to and including Level 4 Step 3, a 15% loading in addition to their ordinary time rate of pay;

5.3.1.2. for employees paid at Level 4 Step 4, but not more than Level 6 Step 1, a 15 % loading calculated at Level 4 Step 3 ordinary time rate of pay;

5.3.1.3. for employees paid at Level 6 Step 2 or above, no loading.

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

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

5.3.2.1. On Saturday up to noon shall be paid a loading of 25% for such time;

5.3.2.2. On Saturday afternoon, on Sunday or a public holiday shall be paid a loading of 50% for such time.

5.3.3. Library employees who are required to work in excess of 38 hours in any one week shall receive payment for such excess time at the rate of time and a half , or else be granted time-off in lieu (TOIL) in accordance with clause 5.4.

5.4. Time off in Lieu of Overtime

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

Such time off shall be either:

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

5.5. Annualised Hours Employees

5.5.1. An annualised hours agreement exists where there is an agreement between the employer and the employee to allow the total number of hours per annum normally worked by an ongoing employee, to be worked on a rostered basis over a period of less than 52 weeks over a 12 month period.

5.5.1.1. For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.

5.5.1.2. Annualised hours employees shall receive the same leave entitlements as other full time employees or part-time if working part time.

5.5.1.3. Annualised hours employees will be entitled to the benefit of all public holidays that fall during the period for which they are rostered to work.

5.5.1.4. Annualised hours employees will be eligible for overtime in the same manner as other employees.

5.5.1.5. During any period over a 12 month period that the employee is not rostered to attend work, the employee's contract of employment will continue in force, with such non-attendance periods counting as service.

5.5.1.6. Where the employer and the employee agree to vary the employee's work pattern, an appropriate reconciliation in respect of future hours and annualised pay arrangements will be made.

5.6. Call Out

Any employee, except those on an hours agreement pursuant to Clause 5.7 of this agreement, recalled to work on Saturday or Sunday between the hours of 8.30 am and 6.00 pm shall be paid 3 hours call out in accordance with the provisions set out within Clause 5.2.1, 5.2.2 or 5.2.3 of this agreement, Any further call out within the first three hour span shall be worked at no further cost to the Council.

Where a further call out occurs after the first 3 hour span then a second call out shall be paid to the employee.

5.7. Local Area Work Agreements

- 5.7.1. Penalty provisions in respect work undertaken outside of the standard span of working hours will be as set out within this enterprise agreement unless provided for otherwise within a written local area hours agreement negotiated with employees.
- 5.7.2. Under such agreement, the employer and employee(s) 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. .
- 5.7.3. An employer and employee may also agree to flexible working arrangements which include banked hours, make-up time, accrued and rostered days off, and/or seasonal working arrangements.
- 5.7.4. All such agreements shall not result in the employee being any worse off when measured against the Enterprise Agreement overall.
- 5.7.5. Local Area agreements should be entered into by mutual agreement without coercion, be for a fixed term and recorded in writing.

6. Leave of Absence

6.1. Annual Leave

- 6.1.1. All employees other than casual employees shall be entitled to a maximum of 4 weeks paid annual leave exclusive of paid public holidays, for each period of 12 months continuous service. Annual leave is accrued progressively on the basis of one thirteenth of the number of nominal hours worked by the employee for the employer during each 4 week period, such leave to be paid for at normal weekly salary.
- 6.1.2. Annual Leave may be applied for on a pro-rata basis in accordance with any accrued entitlements.
- 6.1.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 6.1.4. Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 6.1.5. If, the employment of any employee is terminated for any reason, or any employee lawfully terminates their employment, they 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).

- 6.1.6. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to:
 - 6.1.6.1. accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.
 - 6.1.6.2. take annual leave in single days.

6.2. Annual Leave Loading

- 6.2.1. In addition to the annual leave as prescribed by clause 6.1, all employees, except for those covered by Clause 6.2.3, 6.2.4, and 6.2.6 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.
- 6.2.2. Employees whose annual salary is in excess of the salary payable to Level 6, Step 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 6, Step 2.
- 6.2.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.
- 6.2.4. An employee whose contract of employment and negotiated annual salary is inclusive of annual leave loading is excluded from clause 6.2.
- 6.2.5. 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 also be paid any annual leave loading entitlement prescribed under Clause 6.2.1.
- 6.2.6. Conversion of annual leave loading entitlement to additional annual leave - employees may elect to receive:
 - 6.2.6.1. 3.5 days additional annual leave (pro-rata) in addition to annual leave for employees classified under this agreement up to level 8, in lieu of payment of annual leave loading in clause 6.2.1 or
 - 6.2.6.2. Employees paid a negotiated salary will be subject to clause 6.2.4 and will not be subject to

this arrangement but may negotiate to include leave loading in their salary or to include additional leave in lieu of leave loading.

- 6.2.7. This election will be for the life of the agreement and will be subject to the same conditions as annual leave but not subject to annual leave loading. Additional conditions relating to conversion of annual leave loading will be in accordance with the relevant procedure as amended or replaced.

6.3. Long Service Leave

- 6.3.1. Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), including the “cashing out” provisions.
- 6.3.2. Where an employee’s weekly hours are reduced then Long Service Leave entitlements accrued prior to the change shall be calculated and preserved at those weekly hours.
- 6.3.3. From the date of such altered hours, further entitlements shall accrue at the new contracted weekly hours.
- 6.3.4. A Long Service Leave application must be for a minimum period of one week.
- 6.3.5. Long Service Leave may be accessed and taken, subject to approval from the relevant Departmental Head, on a pro rata basis after the completion of seven years service.
- 6.3.6. Where requested by an employee and approved by a direct manager, an employee may access long service leave entitlements at half pay for double the period of leave.

6.4. Compassionate Leave

- 6.4.1. An employee shall be entitled on each occasion, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work:
 - 6.4.1.1. to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person’s life; or
 - 6.4.1.2. upon the death of an immediate family or household member.

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

6.4.3. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

6.5. Parental Leave

6.5.1. Eligibility

6.5.1.1. Subject to the terms and conditions of this clause, all full-time and part-time permanent and fixed-term contract employees are entitled to the entitlements prescribed in sub-clause 6.5.2. A long term casual employee is entitled to entitlements in sub-clauses 6.5.2.1, 2 & 3.

6.5.1.2. The entitlements for fixed-term contract staff under this clause cease from the date of termination of the fixed-term contract, unless the employee is re-employed on a permanent basis or further fixed-term contract.

6.5.1.3. A long term casual employee for the purpose of this clause is a casual employee:

- a) Who has been employed by the City of Salisbury on a regular and systematic basis during a period of at least twelve (12) months; and
- b) Who, but for the expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the City of Salisbury on a regular and systematic basis.

6.5.2. Definition

6.5.2.1. For the purpose of this clause the following definition will apply:

- a) "Child" means a child of the employee under the age of five (5) years. In the case of adoption, "child" excludes a child or step-child of the employee or of the spouse of the employee or a child who has previously lived

continuously with the employee for a period of six months or more.

- b) "Spouse" includes a de facto, same sex partner or former spouse.

6.5.3. Basic Entitlements

6.5.3.1. Maternity and Adoption Leave – Unpaid

After twelve (12) months continuous service, an employee who becomes pregnant or adopts a child is entitled to up to fifty two (52) weeks unpaid parenting leave. This leave is inclusive of any period of paid maternity leave as specified in sub-clause 6.5.3.3.

6.5.3.2. Parenting Leave - Unpaid

An employee exercising parental responsibilities, who is not the birth mother of the child, is entitled up to fifty two (52) weeks unpaid parenting leave, subject to appropriate documentation being provided.

6.5.3.3. Paid Maternity and Adoption Leave

- a) An employee who has worked for the City of Salisbury on a continuous basis for twelve (12) months or more prior to the expected date of birth or adoption shall be entitled to twelve (12) weeks at 100% of their ordinary rate of pay.
- b) Normal incremental advancement within salary classifications shall continue during periods of paid maternity leave taken under this clause.
- c) Employees may access paid maternity or adoption leave entitlements at half pay where requested by an employee and approved by the supervisor.
- d) For part-time employees, the paid portion of the leave will be at the proportional pro-rata rate of pay.

6.5.3.4. Partner or Parenting Leave

A full-time and part-time permanent and fixed-term employee, who submits a certificate from a registered medical practitioner of their partner's pregnancy, or who provides evidence of adoption or guardianship, shall be entitled to access ten (10) working days of paid leave, for the purposes of:

- a) Supporting a partner prior to, or after, the expected date of birth or adoption of a child
- b) Whereby an employee assumes legal guardianship of their grandchild under the age of five (5)

6.5.3.5. Special Maternity and Adoption Leave

- a) If maternity, partner, or adoption leave has commenced, or has been applied for and not commenced and:
 - i. In the case of maternity leave, the pregnancy of the employee terminates after 28 weeks other than by the birth of a living child, or
 - ii. The employee's child dies during the period that the employee is on leave; or
 - iii. In the case of adoption leave, the child dies during the period that the employee is on leave.

The employee shall be entitled to their full period of paid leave, as initially approved by the supervisor.

(b) Further unpaid special maternity, partner or adoption leave may be granted to the employee, subject to managerial determination on a case-by-case basis.

6.5.4. Notification Requirements

- 6.5.4.1. An employee will provide the employer at least 10 weeks advance notice of the expected commencement date and period of parental leave in writing, as well as:
 - a) A certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement; and
 - b) A statutory declaration stating particulars of any period of partner's leave sought or taken by her spouse and that, for the period of maternity/adoption leave, the employee will not engage in any conduct inconsistent with her contract of employment.
 - c) Other appropriate certification relating to the birth or adoption of the child and where appropriate,

stating the employee's legal responsibility to the child, as required by Council.

- 6.5.4.2. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding six (6) weeks from receipt of notification for the employee's return to work.
- 6.5.4.3. An employee may take maternity/adoption/parental leave without giving ten (10) weeks' notice if:
 - a) the birth of the child occurs earlier than expected; or
 - b) through circumstances beyond the control of the employee, the adoption of a child takes place earlier; or
 - c) the birth mother of the child dies; or
 - d) other compelling circumstances arise.

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

6.5.5. General Conditions

- 6.5.5.1. Subject to clause 6.5.4.1 above, and unless otherwise agreed upon between both parties, an employee may commence maternity leave at any time.
- 6.5.5.2. 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 employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 6.5.5.3. Where leave is granted under clause 6.5.3, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed six (6) weeks from the recommencement date desired by the employee.

6.5.5.4. Should both parents be in the employ of Council, parental leave may be granted to more than one (1) employee in respect to the same child, but not at the same time, except that both parents may simultaneously access the leave in the following circumstances:

- a) for maternity or adoption and partner's leave, an unbroken period of five (5) paid days at the time of the birth of the child, per clause 6.5.3.4;
- b) and not so that leave granted to the employees in relation to the same child exceeds 104 weeks.

6.5.5.5. The employee has the right to request a further period of unpaid parental leave provided in clauses 6.5.3.1 & 2, by a further 12 months.

6.5.5.6. Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least six (6) weeks prior to the commencement of the changed arrangements.

6.5.5.7. The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause. The employer must not fail to re-engage a casual employee because:

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

6.5.6. Statutory Paid Parental Leave (PPL) Scheme

6.5.6.1. This agreement will be taken not to limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms, as amended or replaced.

6.5.6.2. In order to efficiently administer paid parental leave entitlements to eligible staff, City of Salisbury paid maternity or adoption entitlements as specified under clause 6.5.3, will commence from the first date of approved maternity (generally 6 weeks prior to the expected birth of the child, but not after the

expected or actual date of birth, whichever occurs first) or adoption leave.

- 6.5.6.3. Federal PPL entitlements will be paid to eligible staff as specified by the relevant Governing bodies and may overlap any City of Salisbury entitlements.

6.5.7. Resumption of Duty

- 6.5.7.1. An employee (excluding a long term casual employee) who returns to work after absence on maternity or adoption leave shall:
- a) Unless otherwise agreed by the employee, return to the position which they occupied immediately prior to such an absence. The employee may negotiate a return to work on a part-time basis in accordance with the provisions of clause 6.5.8).
 - b) In the event that the position the employee occupied immediately prior to such absence is not available due to reorganisation of the work unit, they shall be appointed to a position equivalent in status and salary scale to the position formerly occupied.
- 6.5.7.2. A long-term casual who returns to work after absence on maternity or adoption leave is entitled to return to the position which they held immediately prior to such absence. If the position no longer exists and the employee is qualified and able to work in another position, the employee is entitled to return to that position.
- 6.5.7.3. In the case of an employee transferred to a safe job pursuant to clause 6.5.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 6.5.7.4. Where the employee has requested the employer to extend the period of unpaid parental leave for an additional period of unpaid leave for a further continuous period not exceeding 12 months pursuant to sub clause 6.5.5.5, the employee shall not have an automatic right to return to the employee's substantive position at the completion of the period of parental leave. The CEO may exercise the discretion to return the employee to a position with similar duties and at the same

classification level held before the employee commenced parental leave.

6.5.8. Part-Time Employment

- 6.5.8.1. To assist employees in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of clause 6.5.3 may request the employer to allow the employee to return from a period of maternity or adoption leave on a part-time basis until the child reaches school age.
- 6.5.8.2. The employer shall consider the request to return to work on a part-time basis, 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 operational grounds. All correspondence in relation to this approval or variation must be confirmed in writing. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 6.5.8.3. Where an employee wishes to make a request to return to work on a part-time basis, such a request must be made as soon as possible but no less than six (6) weeks prior to the date upon which the employee is due to return to work from parental leave.
- 6.5.8.4. A female employee may work part-time for one (1) or more periods while she is pregnant where part-time employment is, necessary or desirable based on medical advice arising from risks as identified under clause 6.5.5 & 6.5.9.
- 6.5.8.5. Before commencing a period of part-time employment under this sub-clause the employee and the employer shall agree:
 - a) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - b) upon the classification applying to the work to be performed; and
 - c) upon the term of part-time employment.
- 6.5.8.6. The terms of this part-time work agreement may be varied by consent. And 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.

6.5.9. Transfer to a Safe Job

6.5.9.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising from the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue working under the same conditions, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions applicable to that job until the commencement of maternity leave.

6.5.9.2. If the employer does not believe it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave immediately, at the rate the employee would reasonably have expected to be paid by the employer, for a period ending at the earliest of whichever of the following times is applicable:

- a) the end of the period stated in the medical certificate;
- b) if the employee's pregnancy results in the birth of a living child; the end of the day before the date of birth;
- c) if the employee's pregnancy ends otherwise than with the birth of a living child- the end of the day before the end of the pregnancy.

6.5.10. Continuity of Service

6.5.10.1. Any period of paid maternity or adoption leave, excluding the Government PPL payments shall count as service with Council for all purposes.

6.5.10.2. Any period of unpaid maternity or adoption leave shall be deemed not to have broken the employee's continuity of service.

6.5.10.3. Any period of unpaid maternity or adoption leave shall not count as service with Council for the purpose of accrual of entitlement to annual leave, sick leave or long service leave or for any other benefit.

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

6.5.11. Use of leave

6.5.11.1. Employees may elect to cover any of the period of unpaid parental leave (up to 52 weeks inclusive of paid leave) with any personal entitlements owing to them such as annual leave and/or long service leave and /or TOIL and/or Flex Time during or adjacent to any period of unpaid parental leave.

6.5.11.2. If such annual leave, long service leave, TOIL or Flex Time are to be taken, the normal notice requirements for the taking of that leave apply.

6.5.11.3. 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.

6.5.12. Replacement Employees

6.5.12.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, on a full-time or part-time basis, as a result of an employee proceeding on parental leave.

6.5.12.2. Before the employer engages a replacement employee under 6.5.12.1 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.

6.5.12.3. Nothing in this sub-clause shall be construed as requiring the employer to re-engage a replacement employee.

6.5.13. Communication during Parental Leave

6.5.13.1. Where an employee is on parental leave and a definite decision has been made to introduce

significant change at the workplace, the employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

6.5.13.2. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 6.5.13.1.

6.6. Personal Leave

- 6.6.1. An Employee (other than a casual) is entitled to a total of ten (10) days p.a. paid Personal Leave (pro rata), in accordance with this clause, if he/she is unable to attend work because of a personal injury or illness (sick leave), or because they have to care for a member of their immediate family (carers leave). In the first year of service, an Employee's Personal leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 6.6.2. Subject to 6.6.1 hereof, an Employee may access Personal Leave entitlements to attend appointments that are necessary to support, maintain or resolve the personal health and wellbeing of the Employee, or a member of their immediate family (carers leave).
- 6.6.3. It is expected that short term appointments of less than 3 hours duration will occur through the use of flexitime.
 - 6.6.3.1. For employees who are not on flexitime or without sufficient accrued flexitime to cover the appointment, personal leave can be taken.
- 6.6.4. In most circumstances paid carer's leave will be restricted to 10 days per year. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carer's leave (that is, more than 10 days per year) where the employee has accrued sufficient personal leave
- 6.6.5. Payment is based on the Employee's Ordinary Rate of Pay. The hours paid as Personal leave will be deducted from an Employee's accrued entitlement.

- 6.6.6. An Employee is only entitled to personal leave if the day(s) requested for personal leave was an ordinary day that the Employee would have been required to work.
- 6.6.7. Subject to 6.6.7.1 hereof, any request for personal leave will be automatically authorised.
 - 6.6.7.1. Where the number of personal leave days in a calendar year exceeds five and concerns exist about the nature of personal leave taken, direct managers will have discretion to request a medical certificate in accordance with provisions set out within the Award. In doing so supervisors are also expected to refer to procedures on the intranet for managing illness and absence.
 - 6.6.7.2. In the case of carers leave, the Employee when requested will produce a medical certificate of the person being cared for or provide a statutory declaration.
 - 6.6.7.3. In the case of sick leave, Employees will not be required to produce a medical certificate where the circumstances would make it unreasonable for them to do so. In these circumstances, when certification has been requested, the Employee will provide the Employer with a statutory declaration that sets out the reason for the absence and why he/she could not obtain a medical certificate.
 - 6.6.7.4. Failure to provide either a medical certificate or statutory declaration proof, once requested by the employer, may result in non-authorisation and non-payment of personal leave.
- 6.6.8. If an Employee is unable to attend work because of injury or illness or carer for a member of their immediate family, he/she must notify the Employer as soon as is reasonably practicable and, in preference, prior to the start of the employees usual starting time, unless the Employee is unable to comply with this requirement due to reasons beyond his/her control.
- 6.6.9. If it is not practicable for an Employee to give prior notice of the absence, the Employee must notify the Employer at the first opportunity. Failure to provide such notice may result in non-authorisation and non-payment of personal leave.
- 6.6.10. Unused personal leave will accrue from year to year.
- 6.6.11. Unused personal leave will not be paid out on termination.

- 6.6.12. In circumstances where an Employee has exhausted his/her paid carer's leave entitlement he/she is entitled to up to two (2) days unpaid carer's leave for each occasion on which he/she may have otherwise claimed paid carers leave. A casual Employee may also access up to two (2) days unpaid carer's leave, subject to meeting the notice and evidence conditions above.
- 6.6.13. Where an employee falls sick or suffers an injury while on annual leave and forwards to the employer, a medical certificate or other reasonable evidence to show that their incapacitation was to the extent that they would be unfit to perform their normal duties, the Employee shall be entitled to claim Personal Leave for that period, provided that the period of incapacity is of at least five (5) working days duration.
- 6.6.14. Every application for personal leave should be entered into ESS as soon as practicable.

6.7. Requests for Unpaid Leave

- 6.7.1. Council recognises that for personal or family reasons, employees may apply for a period of unpaid leave.
- 6.7.2. All applications must be in writing outlining the reasons for the request.
- 6.7.3. Leave requested for professional development purposes where the employee intends to return to City of Salisbury on completion of the unpaid period will be assessed on its merit.
- 6.7.4. Departmental Heads will consider each application received and consult with the People and Culture Division before responding to the request.
- 6.7.5. Each application will be treated on merit taking into account operational requirements.

6.8. Jury Service

- 6.8.1. 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:
 - 6.8.1.1. The employee notifies Council as soon as possible of the date(s) involved in jury service;
 - 6.8.1.2. The employee supplies proof of jury attendance including the relevant dates and times together

with full details of the amounts received in respect of the attendance;

6.8.1.3. The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for traveling) repays such amounts in full to Council; and

6.8.1.4. The employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

6.9. Public Holidays

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

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

6.9.2. Provided that, where a public holiday occurs on a rostered day off of any employee who is regularly required to work according to a roster covering six or seven days, the 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 the employer.

6.10. Study Assistance

6.10.1. Employees may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:

- a) The course of study will have a direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties.
- b) Alternatively, the course of study may be a key component of a long-term career development plan for the employee.
- c) The ability of the work area to continue to provide operational service levels.

6.10.2. Study assistance will consist of one of the following options:

Option One – Study Leave

- a) If the employee elects to undertake an approved course of study with contact hours during Council's normal work hours then they may take up to 2 hours per subject per week up to a maximum of five hours per week of paid work time in order to attend lectures, examinations and travel time.
- b) If studying an approved course of study by correspondence or outside normal work hours, the employee will be eligible to apply for up to 2 hrs per week per subject study time up to a maximum of 5 hours per week.
- c) The employee will need to nominate an anticipated completion date for each subject or unit of study at the time of application.
- d) If a subject is not successfully completed Council will not support study leave for repeating that subject.

Option Two – Financial Study Support

- a) An employee may seek, in lieu of any paid study leave, to have prescribed course fees refunded up to a maximum of \$250 per semester. Refunds of the prescribed amounts are made upon documented evidence of successful course completion and presentation of official receipts, on a semester by semester basis
- b) An employee undertaking an approved study course, may alternatively apply for discretionary funding support under the criteria set out in Council's Study Support Policy as it pertains specifically to succession planning considerations and/or identified staff retention requirements.
- c) In addition to the above, employees suffering from financial hardship, may elect to apply for an interest free loan from the City of Salisbury. If granted, such a loan will.
 - be repaid through regular salary deductions.
 - be secured against an employee's accrued entitlements.
 - be repaid within an agreed period.
- d) Where an employee is required by the employer to undertake a course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such a course.

- 6.10.3. Employees may benefit under the provisions outlined for study leave assistance or financial study assistance, but not both. Employees receiving financial study support under Option Two (a or b) will not be eligible for paid study leave.

6.11. Secondments

Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:

- a) A secondee maintains the right to return to their substantive position when the secondment is concluded.
- b) The period of secondment shall be agreed to by the Employer and Employees prior to commencement and be recorded in a variation to the employee's contract
- c) A secondee remains an employee of the City of Salisbury and is covered for the purposes of salary by the rates prescribed under this Agreement
- d) A secondee shall be bound for operational purposes by the Policies and Procedures of the host organisation (or work area) for the period of secondment.

6.12. Recruitment Considerations

- 6.12.1. Wherever possible and practical, Council will seek to provide opportunities for career development and multi-skilling of its employees. This will include seeking expressions of interest for all positions at Level 3 and below internally in the first instance, unless a restricted choice is clearly evident (e.g. 2 or less eligible employees).
- 6.12.2. Staff who meet essential selection criteria will be interviewed for the position.
- 6.12.3. Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
- 6.12.4. Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 6.12.5. Selection to all vacancies shall be made on the basis of 'merit' except where redeployees at the same or a higher classification level are available who may, either with or without training, be able to satisfactorily perform the duties. In such instances, preference will be given to such employees.
- 6.12.6. Where a position is to be vacant for up to 13 weeks, the appointment of a person to fill the higher duties role is at the discretion of the Manager. Managers are encouraged to make any short-term backup position available to candidates who have the credentials to meet position requirements.

6.12.7. Final authority and discretion for all appointments will rest with the CEO, or where delegated, with the relevant Departmental Head.

6.13. Uniforms/Protective Clothing

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

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

6.13.3. 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 employer. The cost of such medical examination – being the difference between the Medicare rebate and the actual cost of the examination – shall be borne by the employer.

6.14. No Further Claims

This Agreement is signed on the understanding that no further claims will be made with respect to all matters pertaining to the employment relationship whether covered by this Agreement or not, for the period of this Agreement.

7. Salary Payments

A salary increase of 3% shall apply from the first full pay period on or after 1 July 2013.

A further salary increase of 2.75% (or CPI whichever is greater) shall apply from the first full pay period on or after 1 July 2014.

The salary rates to apply are attached to this Agreement as Appendix 1.

8. Signatories to the Agreement

Signed for and on behalf of:

The City of Salisbury by (CEO)

Witness

Australian Services Union (Branch Secretary)

Witness

9. Appendix 1 – Rates of Pay

Pay rates effective from first full pay period on or after 1 July 2013

Administration Services Stream			Senior Officers Stream		
Community & Environmental Services					
Technical Services Stream					
GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.
Trainee		38,161	Level 1	1	76,943
Junior - Level 1A	17 & under (62%)	21,257		2	79,488
	18 (72%)	24,686		3	82,036
	19 (82%)	28,114	Level 2	1	84,582
	20 (92%)	31,543		2	87,126
Junior - Level 1	17 & under (62%)	27,543		3	89,673
	18 (72%)	31,985	Level 3	1	92,729
	19 (82%)	36,427		2	95,789
	20 (92%)	40,870		3	98,845
Level 1A	1	34,286	Level 4	1	101,160
	2	36,737		2	105,135
	3	39,188	Level 5	1	110,100
	4	41,639		2	114,077
Level 1	1	44,424	Level 6	1	119,048
	2	45,441		2	123,023
	3	46,868	Level 7	1	127,991
	4	48,399		2	133,954
	5	49,926	Level 8	1	141,907
	6	51,452		2	149,855
Level 2	1	53,001	Level 9	1	161,783
	2	54,529	Level 10	1	176,450
	3	56,060			
	4	57,585			
Level 3	1	59,111			
	2	60,644			
	3	62,169			
	4	63,700			
Level 4	1	65,229			
	2	66,755			
	3	68,283			
	4	69,808			
Level 5	1	71,336			
	2	72,867			
	3	74,392			
Level 6	1	76,943			
	2	79,488			
	3	82,036			
Level 7	1	84,582			
	2	87,126			
	3	89,673			
Level 8	1	92,729			
	2	95,787			
	3	98,845			

Pay rates effective from first pay period commencing on or after 1st July 2014

(note subject to change if CPI is greater than 2.75%)

Administration Services Stream

increase
2.75%
2014

Community & Environmental Services

Technical Services Stream

Senior Officers Stream

GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.
Trainee		39,210	Level 1	1	79,059
Junior - Level 1A	17 & under (62%)	21,842		2	81,674
	18 (72%)	25,365		3	84,292
	19 (82%)	28,887	Level 2	1	86,908
	20 (92%)	32,411		2	89,522
Junior - Level 1	17 & under (62%)	28,300		3	92,139
	18 (72%)	32,865	Level 3	1	95,279
	19 (82%)	37,429		2	98,423
	20 (92%)	41,994		3	101,563
Level 1 A	1	35,229	Level 4	1	103,942
	2	37,747		2	108,026
	3	40,265	Level 5	1	113,128
	4	42,784		2	117,215
Level 1	1	45,645	Level 6	1	122,322
	2	46,691		2	126,406
	3	48,157	Level 7	1	131,510
	4	49,730		2	137,638
	5	51,299	Level 8	1	145,810
Level 2	6	52,867		2	153,976
	1	54,458	Level 9	1	166,232
	2	56,029	Level 10	1	181,302
	3	57,602			
	4	59,169			
Level 3	1	60,737			
	2	62,312			
	3	63,879			
	4	65,452			
Level 4	1	67,022			
	2	68,591			
	3	70,161			
	4	71,728			
Level 5	1	73,298			
	2	74,870			
	3	76,437			
Level 6	1	79,059			
	2	81,674			
	3	84,292			
Level 7	1	86,908			
	2	89,522			
	3	92,139			
Level 8	1	95,279			
	2	98,421			
	3	101,563			

10. General Officer Classification Criteria 1 General Features Levels 1A to Level 1 (City of Salisbury only)

Further classification criteria is available in the Municipal Officers Award for Levels 1 through to 8

CHARACTERISTIC	Level 1A	LEVEL 1
ACTIVITIES/ FUNCTIONS	Generally, appointments at this level will be of a short term nature not exceeding 2 years in duration. Appointments at this level perform a range of clearly defined routine activities of a support nature. e.g. Indicative tasks include scanning, canteen, kiosk, catering, data entry or assistance in managing records. Entry Level for trainees	Perform a range of clearly defined clerical/administrative activities. Basic application of technology and systems to enter and/or retrieve data, Duties include additional routine clerical/administrative tasks. Entry Level for trainees
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Basic application of skills and techniques in respect of defined procedures, use of technology and systems. Core functions of this level are easily learnt within 2 work days of commencing employment. Limited variety in role tasks Tasks are of a routine nature with prescribed processes that are easily understood Set work requirements are monitored by supervisor on a daily basis. Receives direct instruction on tasks with assistance readily available on a daily basis	Practical application of basic skills and techniques. Core functions can be learned and applied consistently within a week of instruction. Greater variety of tasks than in 1A Tasks are of a routine nature with prescribed processes that are easily understood. Some self management of tasks is required Work outcomes are clearly defined and readily attainable. Monitoring on a daily basis is not usually required. Works under close supervision with instruction and assistance being readily available.
INITIATIVE AND JUDGEMENT	Very little initiative and judgement required. Some basic understanding of technology and systems may be required	Freedom to act is limited by standards and established procedures. No interpretation of policies, procedures, regulations, guidelines or legislation required.
PROBLEM SOLVING	Problems and issues are raised with supervisor for resolution. Assistance is available for all problems and solutions that may arise	Solutions to problems found in established procedures. Issues requiring clarification are raised with supervisor before taking action to resolve Assistance is available for all problems and solutions that may arise
PROVISION OF ADVICE/ SUPPORT/ ASSISTANCE	High level of support is available from the supervisor	Supervision of others is not a requirement at this level
TIME MANAGEMENT & ORGANISATIONAL SKILLS	Completion of each task is scheduled for defined period.	Prioritising own work schedules under supervision.

11. Appendix 2 - Classification Criteria Municipal Officers

11.1. A2.1. Classification

- A2.1.1. 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 employees engaged in work of an administrative, community, environmental, technical or professional nature.
- A2.1.2. 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 that 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.
- A2.1.3. Based on the information gathered, a job description will be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- A2.1.4. After the job description is complete a systematic comparison with the classification criteria will to be undertaken. This assessment is used to determine the appropriate classification of the position.
- A2.1.5. All officers will be classified in accordance with the General Officer structure or on the basis of a negotiated salary for Senior Officers.
- A2.1.6. 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.
- A2.1.7. When classifying a position all aspects of the job must be considered against the total classification criteria and 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.

A2.1.8. The job description will be tested against more than one level for appropriateness.

11.2. A2.2. Senior Officers

Senior Officers will be paid in accordance with the salary schedule for General Officers or Senior Officers, unless by agreement with the Senior Officer, alternative salary arrangements are negotiated

A2.3. Progression through the Levels

A2.3.1. At the conclusion of each 12-month period following appointment to a classification a full time officer shall be eligible for incremental progression within each salary level subject to the following:

A2.3.2. Progression from the first salary increment to the top increment within a classification level, shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment.

A2.3.3. The mechanism for determining "satisfactory service" will be the Employer's Performance and Development Review System as adopted and implemented through policy.

A2.3.4. Any determination of "unsatisfactory performance" will follow a decision arising from documented performance management processes.