

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-00880

Applicant The Corporation of the City of Port Lincoln , Bonnie Cole , Australian Workers Union SA Branch , Irene Hird , Teale Gaskell , Cathy Baily , Michael Bertram

Other parties

Orders - Approval of Enterprise Agreement

City of Port Lincoln Enterprise Bargaining Agreement 2019 - 2022

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 31 December 2019 and have a life extending until 30 June 2022.

A handwritten signature in blue ink, appearing to read 'A. Cairney'.

Commissioner Cairney

31 Dec 2019

DOC_BUILDER_ENTERPRISE_AGREEMENTS



City of Port Lincoln



ENTERPRISE BARGAINING AGREEMENT 2019-2022 FINAL

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1. SECTION ONE - ADMINISTRATION

1.1. TITLE

This Agreement shall be known as the City of Port Lincoln Enterprise Bargaining Agreement 2019-2022.

1.2. DEFINITIONS

Additional Time	shall mean time worked by a part-time employee that is in addition to the employee's standard ordinary hours of work but still falls within Ordinary Span of Hours.
ASU	shall mean the Australian Municipal, Administrative, Clerical and Services Union.
Award/s	shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	shall mean the Amalgamated AWU (SA) State Union.
Business Manager	shall mean an employee who is responsible for the management of a defined functional area and the staff employed in that defined functional area, and who has been determined and identified as a Business Manager in the organisational structure.
CEO	shall mean the Chief Executive Officer of Council.
Commission	shall mean the South Australian Industrial Relations Commission.
Community Facility	shall mean a Council owned and/or operated facility providing either community or commercial services and where the standard business operating hours are outside of the Ordinary Span of Hours as defined (eg; Visitor Information Centre, Nautilus Arts Centre, Leisure or Sporting Facilities).
Consultation	shall mean the sharing of information and the exchange of views between the parties and includes the opportunity to contribute effectively to decision-making processes involving the introduction of major change having significant effects on employees.
Continuous Service	shall mean continuous service under a contract or sequential contracts of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
Council	shall mean the Corporation of the City of Port Lincoln.

EBA Working Party	shall consist of Employee and Employer representatives for the purpose of negotiation of the Enterprise Bargaining Agreement.
Employee	<p>shall mean all employees employed by the Council, with the exception of those employees employed:</p> <ul style="list-style-type: none"> • <i>in the position of Chief Executive Officer;</i> • <i>in the position of Business Manager;</i> • <i>pursuant to an Individual Contract as defined;</i> • <i>in a project officer role that is dependent on external funding;</i> • <i>in the operations of a Community Facility as defined or</i> • <i>in a role which is not otherwise covered by the relevant Awards.</i>
Employer	shall mean the Corporation of the City of Port Lincoln.
Employment Agreement	shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
Employment Contract	shall mean an agreement in writing between the Employer and the Employee, employed on a fixed term contract, in relation to the specific details relevant to their employment.
Employee Representative	shall mean an employee elected by other employees to the EBA working party.
Family and Domestic Violence	<p>is violent, threatening or other abusive behaviour by a close relative of a person that:</p> <ul style="list-style-type: none"> (a) <i>seeks to coerce or control the person; and</i> (b) <i>causes the person harm or to be fearful.</i>
Full Time	shall mean a full time employee engaged for 75 hours per fortnight at ordinary time.
Immediate Family	<p>shall mean</p> <ul style="list-style-type: none"> (a) <i>a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee;</i> <i>or</i> (b) <i>a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or</i> (c) <i>any member of the person's household; or</i> (d) <i>any other person who is dependant of the person's care.</i>
Individual Contract	shall mean a written contract of employment that clearly excludes the application of this EBA and/or previous enterprise agreements.

Indoor Staff	shall mean employees who primarily are employed in Customer Service, Corporate Services, Regulatory Services, Development Services, Operational Services, Community Services, Library Services and Management positions.
Local Government Employee Award	shall mean a consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provision of the Fair Work Act 1994. Applicable to Outdoor Staff only.
Manager	shall mean an employee who is in the role of Manager or Coordinator and is responsible for management of a work area and the staff employed in that work area.
Ordinary Span of Hours	shall mean the span of time on a given day in which an employee's Standard Ordinary Hours can be worked as defined in clause 4.1.
Ordinary Time	shall mean the normal hourly rate of pay as per the employment contract/agreement.
Outdoor Staff	shall mean employees employed in the Parks and Gardens, Civil Operations and the Depot.
Probationary Period	shall mean in relation to the commencement of employment, the testing or trial of a person's conduct and qualifications over the time frame provided in the Employment Agreement or Employment Contract.
Pro Rata Leave	shall mean leave entitlements for Part-time employees, calculated on a basis determined by the number of hours (fraction) they work compared to a full time equivalent.
Remuneration	shall mean total income including wages, regular overtime, allowances superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment Contract and or Employment Agreement.
Senior Manager	Shall Mean an employee who is responsible for the management of a work area and the staff employed in that work area, and who has been determined and identified as a Senior Manager in the organisational structure.
South Australian Municipal Salaried Officers Award	shall mean a consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994. Applicable to indoor staff only.
Standard Ordinary Hours	shall have the meaning defined in clause 4.1, for which the ordinary time hourly rate in Appendix A will be payable.

Superannuation Contribution	shall mean contributions, which the employer must pay to an employee's nominated Superannuation fund under the Superannuation Guarantee (Administrative) Act 1992.
Supervisor/Team Leader	shall mean an employee who is responsible for the day-to-day supervision of employees of a work area.
Time Off in Lieu (TOIL)	shall mean additional ordinary hours, which are worked by staff, to be taken as paid time off in lieu of a cash payment as recorded.
Trainee	shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation and who was not a pre-existing employee of Council.
Existing Worker Trainee	shall mean a current employee of Council who enters into a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation.
Union	shall mean the AWU or ASU.
Union Representative	shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.
Work Area	shall mean the location, department or function in which an employee primarily works or is based for work purposes.

1.3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing on 1 July 2019 and concludes 30 June 2022.

1.4. PARTIES BOUND

This Agreement is binding on:

The Corporation of the City of Port Lincoln and Employees of Council as defined.

1.5. RELATIONSHIP TO AGREEMENTS PRIOR TO 1 JULY 2019

This Agreement replaces all previous Certified Agreements between parties bound as per Clause 1.4. Parties Bound.

1.6. RELATIONSHIP TO AWARDS

This Enterprise Bargaining Agreement operates to exclude the application of the LGE and SAMSOA Awards to the extent of inconsistency with the awards. The parties agree that the past salary increases granted pursuant to all prior Agreements, include the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the LGE Award and Clause 4.4 Allowances of the SAMSOA Award that are either silent or amended in the Enterprise Bargaining Agreement.

1.7. SHARED SERVICES

The parties acknowledge that the three southern Eyre Peninsula Councils of City of Port Lincoln, District Council Tumby Bay and District Council Lower Eyre Peninsula have resolved to work collaboratively to investigate and implement opportunities for a shared services approach to optimise the efficiency of services provided to their communities. It is expected that a shared services approach will provide career development opportunities for staff across the three Councils.

The parties further acknowledge that shared services may incorporate other Councils on the Eyre Peninsula under an agreed arrangement for the efficient delivery of services.

The parties are committed to further consultation and appropriate workforce and/or workplace change in the implementation of shared services arrangements as determined by the participating Councils.

2. SECTION TWO - EMPLOYEE RELATIONS

2.1. EMPLOYER OF CHOICE

The City of Port Lincoln is committed to being an employer of choice for existing and prospective employees. The Council recognises the benefit to both the employees and Council of a strong and resilient workforce, and is committed to the facilitation of healthy lifestyle and work/life balance opportunities.

2.2. EMPLOYEE PROTECTION

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in minimum standards, such as hours of work, wages, annual leave, long service leave, sick leave, bereavement leave, parental leave etc pursuant to the Fair Work Act 1994 (SA).

Natural attrition, redeployment and redundancies will be the normal means of adjustment in those situations where organisational change results in positions being no longer required.

2.3. CHANGE MANAGEMENT

The City of Port Lincoln recognises that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of all parties.

For the purpose of this Agreement 'Change' is deemed to include, but is not limited to, any or all of the following:

- improvements to work practices;
- improved efficiency and productivity for effective service delivery;
- purchase of new equipment;
- introduction of new technology;
- change in workforce size and structure;
- resource sharing/shared services;
- amalgamation with other organisations;
- consideration of alternative service delivery.

As soon as change is considered, the matter shall be discussed at a staff meeting. The Council will advise the Union if appropriate, and there will be full consultation with all parties who will be affected by the change.

As part of the consultative process, the CEO (or his/her delegate) will discuss with the employees affected, among other things, the changes that are being considered, the basis for such contemplated changes, the effect such changes are likely to have on employees and measures which will be taken to eliminate or lessen any adverse effects on employees. The CEO and Business Managers will give due consideration to matters raised and alternatives submitted by the employee/s in relation to the contemplated changes during the consultation process.

2.4. TARGETED SEPARATION PACKAGE AND FORCED REDUNDANCY

Should Council in its discretion determine to offer a package for a Targeted Separation or a Forced Redundancy, such package shall comprise a minimum of:

- 10 weeks notice of termination or payment (total average weekly wage) in lieu thereof;
- 4 weeks of total average weekly wage as severance payment for each completed year of service with Council; and
- an amount of up to 10% of total average annual salary for outplacement counselling; such amount to be reimbursed on the production of evidence of expenditure within 12 months of termination.

The total amount of notice of termination or payment and severance payment shall not exceed 104 weeks.

2.5. DISPUTES ARISING FROM THIS AGREEMENT

The procedures below are established to deal with industrial disputes arising under this Agreement in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party.

The parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions. Until the matter is resolved, the status quo antes will prevail, (except where justified on the grounds of work health and safety).

In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of change. No party shall be prejudiced as to the final outcome by the continuance of work in accordance to this clause.

2.5.1. Stages of Dispute Settlement

Stage 1: Discussions will initially be held between the Employee, Employee Representative (if any) and the Supervisor/ Manager to attempt to settle the matter at that level.

Stage 2: If the dispute is not resolved at stage 1, the Employee, Union Delegate or Employee Representative will meet with the Supervisor/Manager and the Business Manager.

Stage 3: If the dispute is not resolved at stage 2, the employee, Union Delegate or Employee Representative and Union Organiser will meet with the Supervisor/Manager, Business Manager and CEO.

Stage 4: If the dispute is not resolved at stage 3, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Every reasonable effort will be made to resolve the processes contained in stages 1, 2 and 3 above within 10 working days.

Any party to the dispute/grievance may appoint another person, organisation or association to accompany and represent them in relation to any level to the dispute

2.6. ADDITIONAL EMPLOYEE BENEFITS

The following employee benefits will be the minimum standard maintained by Council for the life of this Agreement:

- Up to \$500.00 subsidy per financial year, non accumulative for the purchase of corporate uniform
- Annual Skin Screening Checks
- Annual Flu Immunisations
- LGA Healthy Lifestyle Program
- Up to two hours per occasion to donate blood at a recognised Red Cross Blood Donor Centre (excluding Casual Employees)

3. SECTION THREE - TERMS OF EMPLOYMENT

3.1. TYPES OF EMPLOYMENT

3.1.1. Permanent

Council will offer permanent employment contracts to eligible employees. For the purposes of this clause 'eligible employees' are employees who;

- undertake core Council services as identified in the organisational structure
- and are employed in positions that do not rely on funding allocations.

3.1.1.1. Transition Arrangements for Existing Employees

From the 1 July 2019 employment contracts for 'eligible employees' will be progressively transitioned from a fixed term employment contract to a permanent employment agreement within 6 months of the Agreement being ratified by the Commissioner.

3.1.2. Fixed Term Contract

Council may engage employees under a fixed term contract for positions that have been identified as non-core and/or linked to specific projects and/or funding.

3.1.3. Casual Employees

A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment. Casual employees will be entitled to a casual loading as declared from time to time by the South Australian Employment Tribunal.

3.1.4. Part Time Employees

Council may employ part-time employees in any classification in this agreement.

A part time employee is an employee who:

- works less than the full time hours of their respective work area
- has reasonably predictable hours of work; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.

At the time of engagement, Council and the part time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day.

Current part time employees may be offered additional hours where practical to do so before additional employees are engaged.

3.1.4.1. Applying for Part Time Employment

Employees are eligible to apply in writing to work on a part time basis.

The CEO will consider all applications on their merits taking into account operational arrangements and practicalities and the best interests of Council and employees concerned.

If a suitable part time position is not available at the employee's current classification level, the employee may be offered and choose to accept a position and salary of a lower classification level. In such case, the employee will be offered a new employment contract that extinguishes all previous terms and conditions of employment.

The final decision is at the discretion of the CEO and each request will be assessed in line with Council's Annual Business Plan, budgetary requirements and long term goals.

3.2. HIGHER DUTIES

3.2.1. Duties in Addition to Own Duties

An employee directed by the CEO and/or Business Manager to perform duties of higher value than their classification level (in addition to their usual role), and where such position has a supervisory role, shall be paid accordingly for time so worked.

3.2.2. Backfilling of Vacancy

An employee who is appointed to relieve in a higher paid classification position, due to the position becoming vacant, or where the incumbent is away for a period of leave of at least two weeks, will be paid accordingly for time worked, until such time as:

- the higher classification position is filled; or
- the incumbent returns.

3.2.3. Performance of Higher Duties

Employees performing higher duties may be required to work within the higher position's delegated authority. This will be dependent on the duration and timing of the higher duties period. The delegated authority will be determined by the Manager and the CEO and/or Business Manager.

3.2.4. Payment of Higher Duties

Provided the employee directed to perform higher duties and responsibilities will perform them for a continuous period of one working day or more on each occasion, the employee will become entitled to higher duties payment of the minimum pay rate for the higher paid classification.

Any dispute as to whether an employee is substantially performing the duties of a higher paid classification shall be dealt with in the first instance through discussions between the employee, the CEO and/or Business Manager, and if agreement cannot be reached then the matter shall be determined in accordance with the Dispute Grievance Resolution Procedure.

All direction or appointments to undertake higher duties which will attract payment as per this clause will be in writing and authorised by the employee, the Manager and the CEO and/or Business Manager.

3.3. DRIVERS AND OTHER WORK RELATED LICENCES

An employee who during the course of their normal duties requires a driver's licence, in excess of a Class C licence, for the following classes (as defined by Services SA):

- LR Light Rigid
- MR Medium Rigid
- HR Heavy Rigid

- HC Heavy Combination
- MC Multi Combination

will be entitled to reimbursement of the cost of the drivers licence fee up to a maximum of five years by completing 12-35-T11 and providing the necessary documentation.

Where an employee is directed by Council to undertake training to obtain a particular licence class in addition to that already held, Council will pay for the costs.

All employees who hold a licence class as a requirement of their employment are responsible for keeping their licence up to date and must advise Council when the licence is due to expire, has expired or has had any conditions or restrictions imposed (eg loss of drivers licence).

3.4. EMPLOYMENT AGREEMENT FLEXIBILITY

Notwithstanding any other provision of this agreement, the Chief Executive Officer and/or Business Manager and an individual employee may agree to vary the application of certain terms of this agreement and or individual employment contract or employment agreement to meet the genuine individual needs of the employer and the individual employee.

No employee shall be disadvantaged by any flexible agreements entered into as compared to this agreement. Any request for variation to an individual employee's employment contract or agreement shall be submitted in writing and confirmed by both parties completing and signing 12-62-T27 Amendment to Employment Arrangement.

3.5. JOURNEY INJURY INSURANCE

Council will provide employees with 24-hour Journey and Injury insurance to cover journeys related to work and private travel. The policy will cover bodily injury to employees whilst engaged in a journey.

The benefits relate only to the weekly earnings and are as per the current policy limits as set out in accordance with the Local Government Mutual Liability Scheme rules.

3.6. RETURN TO WORK TOP UP INSURANCE

Council will provide employees with an insurance policy to top up wages when a decrease is experienced under the Return to Work scheme. This will ensure all Council employees injured at work receive full pay for the duration of the injury or as per the current policy limits.

3.7. RESIGNATION

An employee who resigns from Council must give the following minimum written notice or such other term as stipulated by their employment contract, or at the discretion of the CEO.

0-2 years service	Two weeks written notice
2-4 years service	Three weeks written notice
4 years or more service	Four weeks written notice

On receipt of a written notice of resignation, the CEO has the discretion to amend the advised final day of work and will make a payment in lieu for the remaining notification period.

3.8. EMPLOYEE REPRESENTATIVE TRAINING

Employees who are elected workplace representatives of the AWU or ASU are allowed training leave with pay to a maximum of 5 days per annum to attend Trade Union Training Courses conducted by the Union subject to the following conditions:

- Not less than 4 weeks notice is given to the Council of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted; such notice is to be endorsed by the Secretary of the Union.
- The Council is able to make adequate staffing arrangements during the period of leave.
- At any one time no more than one employee per workgroup is on leave pursuant to this Clause.
- The cost of the course and travel costs are to be covered by the Union.
- An employee must have completed a period of 12 months service with Council before proceeding on leave in accordance with this Clause.

Leave taken pursuant to this Clause is counted as continuous service for all purposes of the award and for all purposes of leave entitlements.

Arrangements in excess of this provision can be negotiated by agreement.

Any disputes arising out of this Clause shall be resolved in accordance with Clause 2.5 Disputes Arising From This Agreement.

4. SECTION FOUR – HOURS OF WORK AND RELATED MATTERS

4.1. ORDINARY SPAN OF HOURS

The ordinary hours of work of a full time employee shall be no more than 75 hours per fortnight.

The ordinary hours of work are to be worked between the following span of ordinary hours:

Indoor Employees: 7:00am to 7:00pm Monday to Friday inclusive.

Outdoor Employees: 6:30am to 6:30pm Monday to Friday inclusive.

By mutual agreement between the employer and the employee/s a project may be undertaken by working a standard day outside the span of hours for the work areas at normal rate of pay.

4.2. INDOOR STAFF

Standard Hours of work will be no more than 7.50 hours per day.

4.3. OUTDOOR STAFF

In order to optimise productivity, the Outdoor Staff have, in the course of negotiating previous Enterprise Bargaining Agreements, elected to set their hours of work to 8.50 hours per day. The ordinary hours of work will remain at 75 hours per fortnight (Standard Hours), worked over a 9 day period, with an additional 1.5 hours per fortnight to be worked by all relevant outdoor staff, and recorded as TOIL. Total hours worked per fortnight to be 76.5 hours.

The normal core hours of work are 7:30am to 4:30pm unless varied within the ordinary span of hours as agreed by both parties, to meet the organisational needs eg: applying inclement weather policy or special projects.

Outdoor staff will have a Rostered Day Off (RDO) fortnightly as negotiated with Manager/s to best fit with works programs or public holiday periods.

4.4. MEAL BREAKS

Employees are allowed a break or breaks of up to 20 minutes combined, which is counted as time worked. The break/s shall be taken at the location at which the employees are engaged in work activities on the day(s) the break/s is taken. Employees should give consideration to other work colleagues and only take such break/s when convenient to work operations and with minimal disruption to services.

Employees undertaking activities during inclement weather conditions may make alternative arrangements with their Supervisor.

An employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.

In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate work health and safety standards.

4.5. ADDITIONAL HOURS

Hours accrued as TOIL shall not exceed 20 hours unless prior authorisation is given by the CEO and/or Business Manager.

Accrued TOIL is to be taken at a time which is mutually agreed by the employee and their Manager to meet the needs of the work area. When taking TOIL for periods of more than half of an employee's standard day, a leave application form should be completed and authorised prior to taking the leave. Absences from work taken as TOIL time are to be recorded on the employee's time sheet.

Accrued TOIL time will not be paid as a cash component unless in the circumstances of termination of employment.

4.6. TOIL – INDOOR EMPLOYEES

When an employee is required to work in excess of their standard hours of work, to meet work requirements inside the ordinary span of hours, the additional time worked shall accrue as TOIL.

Full time Employees are required to be at work during the core business hours of the work area in which they are employed, unless a flexible working arrangement is negotiated. Additional time worked is only permitted if an employee's workload requires it. Employees can not exceed 30 mins of accrued TOIL per fortnight without the prior approval of the employee's Manager.

Attendance at meetings, seminars and training, inclusive of travel time, which is inside the span of standard hours and is a requirement of the employee's Position Description and/or Employment Contract and/or Employment Agreement; will accrue as TOIL at time for time; unless specifically excluded in the employee's employment contract or employment agreement.

Employees classified at a Level 9 and higher shall only receive TOIL at time for time, or in accordance with individual employment contracts or employment agreements.

4.7. STANDARD HOURS VARIATION

For periods in excess of four weeks, a part-time employee may agree to temporarily vary their standard hours up to a maximum of 37.50 standard hours per week, at their standard ordinary hourly rate of pay provided the agreement is entered into without duress, and in writing, using form no. 12-62-T27. Any amendment to employment arrangements entered into by both the employee and Council are not to be taken as a permanent variation of the Standard Hours as per the employees employment agreement.

For periods of less than four weeks, TOIL or call back clauses will apply.

4.8. PRODUCTIVITY DAYS

Council shall provide the equivalent of three days of the employee's standard hours as paid leave to each full time employee to be known as Productivity Days.

Part time employees will be able to access up to three productivity days if the work area closure period coincides with their normal rostered days of work.

Where Council determines that a work area will be closed for the Christmas and New Year period, then those employees will access the Productivity Days in addition to other leave if required, as part of their place of work or office closure.

Employees may be permitted to work on their normal working days (excluding public holidays) during closure periods to undertake essential work with the agreement of management.

Where Council determines that a work area will remain open during Christmas and New Year period, then the affected employees will be able to access the equivalent number of Productivity Days they would have received if their work area had closed. These days should be taken in conjunction with the employee's period of approved leave or public holidays, which falls closest to the Christmas and New Year period or as agreed with their Manager. The dates that the productivity days will be taken need to be agreed and approved by the employee's Manager prior to the Christmas and New Year period so Managers can plan for and assess other leave requests throughout the year.

This clause does not apply to Casual Employees.

4.9. TOIL – OUTDOOR EMPLOYEES

The Outdoor Staff have agreed that they will accrue 1.5 hours per fortnight TOIL instead of being paid at overtime rates, to give the employees time off for a period equal to the 1.5 hours per fortnight. The time worked will be recorded as TOIL on the employee's time sheet. TOIL is not accrued and recorded whilst on any type of leave. Payroll will maintain records of accrued and taken TOIL in the payroll system.

TOIL will be accrued on the LAST WORKING DAY of the pay fortnight and should be marked accordingly on the timesheet.

TOIL is ONLY accrued when the employee has physically worked on the last working day of the pay fortnight.

TOIL is NOT accrued or recorded whilst on any type of leave (leave entitlement will be reduced and paid at 7.00 hours on the last working day of the pay fortnight).

All other additional hours of work, will be as per the Overtime clause 4.12 or as negotiated in the Ordinary Span of Hours Clause 4.1.

4.10. INDOOR STAFF ROSTERED DAY OFF (RDO)

In accordance with the this Agreement full time employees work a standard day of 7.5 hours.

Full time employees will accrue 0.4 hours towards a Rostered Day Off (RDO) by working a 7.9 hour day. If the full time employee works between 7.5 hours and 7.9 hours on any one day, the RDO accrual will be on a pro-rata basis.

Access to any leave entitlements will be paid at the standard 7.5 hours per day and time accrual towards an RDO will not apply.

RDOs can only be taken as either full or half days at a time approved by their Manager.

Recognising the needs of the workgroup and after negotiations between the employee and their Manager, a maximum of three RDOs can be accumulated to be taken at a mutually convenient time.

4.11. EXCESS TRAVELLING TIME

On the occasion where the Council requires an employee to start work at a place away from the employee's usual starting place, the additional travel time will be counted as additional hours worked. The parties to this agreement have mutually agreed that for the purposes of Travelling Time, clause 4.1 Ordinary Span of Hours will not apply.

Therefore all time reasonably spent reaching and/or returning from the place of work, which is in excess of the time normally spent travelling between the employee's usual residence and their normal work place will attract the following entitlements:

4.11.1. Inside

Inside employees accrue **TOIL** at **time for time** for work associated Travelling Time.

4.11.2. Outside

Outside employees will receive a **CASH** payment at **time for time** for work associated Travelling Time.

4.12. OVERTIME – OUTDOOR EMPLOYEES

All overtime shall be paid at time and a half. Overtime shall be paid as a cash payment when an employee works in excess of their standard hours of work on any one day and/or an employee works outside of the ordinary span of hours. An Employee may make a request to their Manager to accrue the overtime worked as TOIL at time for time, in lieu of a cash payment at the overtime rate.

4.13. CALL BACKS

For the purposes of this agreement, an employee will be deemed to be on a call back if the employee is required to work:

- on a day other than their standard days of work; or
- after having completed their standard hours of work and having signed off for the day are required to undertake further work on behalf of Council

with or without receiving prior notice of the requirement to work a call back.

4.13.1. Call Back Payments

There are 3 different circumstances where Call Back payments apply.

- A. An employee who is called back to work inside the ordinary span of hours on a day that is not their standard working day.
- B. An employee who has already worked their standard hours for the day and is called back to work, after having signed off for the day and recommences work inside of ordinary span of hours.
- C. An employee who is called back to work outside of the ordinary span of hours.

Employees called back under 'A' will be paid for a minimum of two hours work at ordinary time or for each hour so worked at their normal rate of pay.

Employees called back under 'B' or 'C' will be paid for a minimum of two hours at time and a half.

An Indoor employee working on a call back may choose to be paid cash or accrue TOIL at the appropriate payment rate.

An Outdoor employee working on a call back will be paid cash at the appropriate payment rate.

Employees classified a Level 9 or higher will only receive time for time payment or time for time TOIL, or as otherwise stated in individual Employment Contracts.

If an employee is called back to work on a public holiday it will be treated as a call back in addition to normal public holiday pay if applicable.

This clause does not apply to employees undertaking weekend work at the Library or Nautilus Arts Centre as per clause 4.13.3 Call Back Rates – Library and Nautilus Arts Centre Out of Ordinary Span of Hours Openings or in receipt of an the Animal Management Weekend or Public Holiday On Call Allowance as per clause 4.14.1 Animal Management Animal Management On Call Allowances.

4.13.2. Additional Call Backs

If, whilst on a call back and prior to the employee returning to their home, a further call back is received the time will be classed as one call back.

4.13.3. Call Back Rates – Library and Nautilus Arts Centre Out of Ordinary Span of Hours Openings

A fixed rate per hour will apply to all employees, regardless of usual classification, who undertake customer service duties in the Library or Nautilus Arts Centre Gallery Shop outside of the ordinary span of hours.

A Fixed hourly rate, as per Appendix A - Rates of Pay (OOSHO) will be paid at time and does not attract any further penalty payment. Time worked at the Library or Nautilus Arts Centre under this clause is on a cash payment basis only and can not be accrued as TOIL as an alternative.

4.14. ON CALL EMPLOYEES

All Council employees required to be On Call, and in receipt of any On Call Allowance, will be required to be in a state of readiness at all times for the duration of the On Call period.

A state of readiness requires the employee to meet the following requirements:

- not be under the influence of alcohol or drugs; and
- contactable and within the City of Port Lincoln area to ensure prompt attendance to call backs (i.e. within 15 minutes.).

For the purpose of all on call employees, attend means attendance on site or a series of ongoing phone calls and does not include answering an individual phone call of short duration (eg 10 minutes).

Where an employee receives and makes multiple phone calls and undertakes related tasks in relation to matters that can be resolved without the need for physical attendance, and the total number of matters attended to and resolved is three or more over the on call period, a call back payment will apply.

An employee will not be requested to be on call whilst on any form of leave, however they may nominate to if they wish.

4.14.1. Animal Management On Call Allowances¹

An employee receiving a formal instruction by Council to be available for Animal Management On Call duty outside of the employee's ordinary span of hours is to receive an Animal Management On Call Allowance which is set at the following amounts for each day on call:

4.14.1.1. Weekday On Call Allowance

Monday – Thursday	\$20.00
Friday	\$30.00

¹ Employees classified a Level 9 or higher are not entitled to an On Call Allowance.

4.14.1.2. Weekend and Public Holiday On Call Allowance

Saturday	\$60.00
Sunday	\$60.00
Public Holidays	\$60.00

Should an employee be required to attend a call back they will be entitled to the provision of Clause 4.14.2, in addition to this on call allowance.

The Animal Management On-Call Allowance will attract an annual increase on the 1 July 2020 and 1 July 2021 equal to the Adelaide All Groups Consumer Price Index as calculated for the twelve month period ending 31 March immediately preceding the financial year end.

4.14.2. Animal Management On Call Employees – Call Back Rate

A fixed rate per hour will apply to all employees, regardless of usual classification, who undertake Animal Management On Call duties whilst in receipt of the Animal Management Weekend and Public Holiday On Call Allowance. Each call out will attract a minimum 2 hour payment.

A fixed hourly rate as per Appendix A - Rates of Pay (AMOC) will be paid at time and does not attract any further penalty payment. Time worked on a call back under this clause is on a cash payment basis only and can not be accrued as TOIL as an alternative.

Employees who undertake On Call duties whilst in receipt of the Animal Management Weekday On Call Allowance will be paid as per call back provisions in clause 4.13.1 Call Back Payments.

4.14.3. Standard On Call Allowances²

An employee receiving a formal instruction by Council to be available for Standard On Call duty outside of the employee's ordinary span of hours is to receive a Standard On Call Allowance which is set as a 7 day weekly rate of \$120.00 for each week they are rostered to be on call.

An employee receiving a formal instruction by Council to be available for less than a week, to meet the needs of the community eg: available to cover Tunarama, will receive a daily on call rate of \$20.00.

An employee who is required to attend a call back whilst in receipt of the Standard On Call Allowance will be paid as per call back provisions in clause 4.13.1 Call Back Payments.

The Standard On-Call Allowance will attract an annual increase on the 1 July 2020 and 1 July 2021 equal to the Adelaide All Groups Consumer Price Index as calculated for the twelve month period ending 31 March immediately preceding the financial year end.

4.15. OVER PAYMENT OF SALARY

Any overpayment of salary will be recovered from an employee's future pay/s. If an employee receives an overpayment of salary they will be advised in writing of the amount of overpayment and the amount that will be deducted from future pays until the overpayment is fully recovered. The overpayment must be recovered in a timely manner without putting the employee under undue financial stress.

² Employees classified a Level 9 or higher are not entitled to an On Call Allowance

4.16. SUPERANNUATION

Council will pay a Superannuation contribution, for each employee, no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992, to the employee's nominated Superannuation fund.

4.16.1. Additional Superannuation

Employees will receive an additional superannuation contribution payment from Council of 3% exclusive of the amount required to be paid under the Superannuation Guarantee (Administrative) Act 1992.

4.17. CLASSIFICATION CRITERIA

Employment positions with the City of Port Lincoln will be based on the Classification Criteria schedule as per APPENDIX B – CLASSIFICATION CRITERIA.

Within twelve months of the Agreement being ratified by the Commissioner, Council will review and develop a new classifications criteria which will be based on the structure of the relevant Awards as defined. The EBA working party will continue to negotiate on the classification criteria and the final proposal will put to all employees for endorsement via a majority vote.

4.18. RATE OF PAY INCREASES

Under this agreement effective the 1 July 2019 employees will be paid the hourly rate for their classification level as listed in APPENDIX A – RATES OF PAY³. For the 12 month periods beginning the 1 July 2020 and 1 July 2021, an annual increase in the hourly base rate equal to the Adelaide All Groups Consumer Price Index, as calculated for the 12 month period ending 31 March immediately preceding the financial year end, or 2.5 %, whichever is the greater, on the 1 July 2020 and 1 July 2021 will be applied.

4.19. NO FURTHER INCREASES

For the life of this Agreement there will be no further salary increase sought or granted.

³ The hourly rates of pay as at 1 July 2019 in Appendix A has been calculated from the base hourly rate as at 1 July 2016 + 2.5% increase received as at 1 July 2017 + 2.8 % increase received as at 1 July 2018 + 2.5 % increase applied as at 1 July 2019

5. SECTION FIVE - LEAVE ENTITLEMENTS

This section applies to all employees, other than casual employees. Employees will not accrue leave entitlements whilst on any form of Leave Without Pay.

5.1. ANNUAL LEAVE

Full time employees accrue the equivalent of four weeks paid annual leave each year which becomes entitled after the initial 12 months.

Part time employees accrue paid annual leave on a pro-rata basis.

Employees should not exceed 8 weeks annual leave entitlement at any given time, unless agreed to by the CEO and/or Business Manager.

Employees can access their annual leave entitlement after 12 months of service and can then access their accrued leave every six months of service thereafter if required.

Employees will take, or have arranged to take, annual leave at a time agreed between the employer and the employee not more than 12 months after it becomes entitled.

Employees should apply for annual leave on Leave Application Form 12-52-T3 a minimum of 4 weeks before their intended date.

Special arrangements or exemptions will be at the discretion of the CEO and/or Business Managers, which includes application to take annual leave before it becomes entitled.

Annual leave will not be paid in advance.

No leave loading will apply.

5.2. COMMUNITY AND EMERGENCY SERVICES MEMBERSHIP LEAVE

Council supports the involvement of employees in Community and Emergency Services Groups (C&ESG), through the provision of Community and Emergency Services Membership Leave (ESM) for attendance at community emergencies. To access the provisions of this clause, Employees need to enter into a Community and Emergency Services Membership Agreement 12-62-T24 with Council.

Payments for such events shall be made on the basis of 'no loss of ordinary time earnings for the period away from the workplace' - ie. the intent of this clause is so as not to cause any disadvantage to an employee in respect to their ordinary time earnings and, where payments are received from service organisations, a wages top up arrangement from Council shall apply where applicable.

5.3. COMPASSIONATE LEAVE

An employee may take paid compassionate leave when a member of the employee's immediate family contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

Two days per permissible occasion may be taken in a single unbroken period or two separate periods of one day or as agreed by the employer and the employee.

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

5.4. FAMILY AND DOMESTIC VIOLENCE LEAVE

Council is committed to providing employees with support if they are experiencing domestic violence or are providing support to an immediate family member who is experiencing domestic violence. As part of this support, an employee can access up to 10 days additional paid leave per entitlement year (non-accumulative) for reasons relating to the employee or an immediate family member who is experiencing these circumstances.

Leave will be available, in full to all employees including part-time and casual employees; and it will not be offered on a pro-rata basis.

The accessing and processing of Family and Domestic Violence leave will be treated with strictest confidence.

5.5. LONG SERVICE LEAVE

Long Service Leave (LSL) will accrue as per the Long Service Leave Act 1987.

Where an employee's contracted weekly hours or classification are reduced then long service leave accrued from their commencement of employment with Council, shall be calculated and preserved, or taken by agreement.

Absence on leave without pay, including parental leave, will not break an employee's continuity of service, and will be taken into account in calculating the employee's period of service.

Long Service Leave is calculated pro-rata for part time or casual employment.

Pro-rata long service leave may be accessed, by taking leave, after five years of continuous service with Council.

Payout of long service leave as a cash component taxed at marginal rates in accordance with the Long Service Leave Act, will be considered by the CEO in exceptional circumstances. If approved payment will be made under an agreement with the employee and the employer.

The minimum period of long service leave to be taken is two weeks. Access of Long Service Leave of less than two weeks will be at the discretion of the Chief Executive Officer and an employee's Individual circumstances will be taken into consideration.

Employees shall apply by Leave Application Form 12-52-T3 a minimum of 8 weeks before their intended date or 12 weeks notice if they intend to take 8 weeks or more leave.

Where an employee has applied to take long service leave, the Business Manager, in consultation with the CEO, may choose to fill the position in its entirety, or in part, in the incumbent's absence.

For this purpose, the most productive and cost effective of the following may be actioned:

- current employees may be offered additional hours to undertake specific duties
- a temporary employee may be engaged for the period
- a current employee may be appointed as per clause 3.2.2 Backfilling of Vacancy.

5.6. PARENTAL LEAVE AND RETURN TO WORK

Entitlement and access to Parental Leave will be as per the Fair Work Act 1994 (SA), and the following provision:

- An employee is entitled to 52 weeks of unpaid parental leave after 12 months continuous service.
- The amount of unpaid parental leave an employee can take is reduced by any paid leave taken by the employee and any period of parental leave taken by the employee's spouse or domestic partner for the same child.
- Current annual leave entitlements and accrued TOIL must be taken prior to accessing unpaid parental leave.
- An employee may choose to access some or all of their Long Service Leave entitlement prior to accessing unpaid parental leave.
- Payments received from the Federal Government's 'Paid Parental Leave' and 'Dad and Partner' schemes will not reduce the amount of leave an employee can take.

Outside of paid leave entitlements, unless eligible for Paid Parental Leave Allowance as per clause 5.6.1, Council has no other financial obligation to an employee who is on Parental Leave.

For the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employee whose Employment Contract expires whilst on Parental Leave will be considered to be no longer employed by Council unless a new Employment Contract has been negotiated.

An employee may alter the agreed return to work date once by advising Council in writing not less than 10 weeks prior to the initial return date.

5.6.1. Paid Parental Leave Allowance

Full time or part time employees who have completed 2 years of continuous service with Council and who are eligible for the Department of Human Services Paid Parental Leave Scheme may be eligible for Paid Parental Leave Allowance subject to the following criteria.

- The employee has applied for and been approved by the Department of Human Services to receive payments under the Paid Parental Leave Scheme or the Dad and Partner Pay.
- The employee will be paid an allowance equivalent to the difference between the employee's ordinary weekly salary and the weekly payments received from the Department of Human Services for the periods outlined below.
 - Up to 14 weeks for the primary carer who is taking Maternity Leave
 - Up to 8 weeks for the primary carer who is taking Parental Leave
 - Up to 2 weeks for the non-primary carer who is taking Partner Leave

5.7. PERSONAL LEAVE

Entitlement and access to personal leave will be as per the Fair Work Act 1994 (SA) and the following provisions:

- Employees are entitled to 10 working days per year of service of paid personal leave (pro rata for part time employees) and the entitlement is accumulative.
- An employee who has an accrued personal leave credit is entitled to take paid personal leave if the employee is too sick to work.

An employee with available personal leave entitlement may use up to 10 days (pro rata for part time employees) of their annual personal leave entitlement, non-accumulative, each entitlement year:

- to care for or support a member of their immediate family because of personal illness or injury; or
- for an unexpected emergency affecting the employee or an immediate member of their family.

If so required, an employee shall provide a medical certificate obtained within three days of the commencement of the absence. For all absences of greater than two days duration or where more than five single days have been taken, a certificate from a duly accredited medical practitioner must be provided by the employee. For the purpose of this clause five single days relates to an employee's entitlement year period. Days taken together with a public holiday, RDO or days preceding and following a weekend are taken off, satisfactory medical evidence will be required.

6. SECTION SIX - INDUSTRIAL MATTERS
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6.1. RIGHT OF ENTRY

Right of entry provisions are those prescribed under Fair Work Act 1994 (SA).

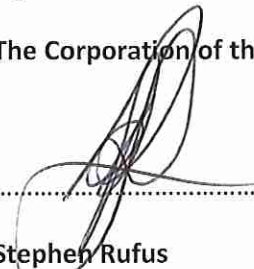
6.2. RENEGOTIATION OF AGREEMENT

The parties agree to commence negotiations on a replacement agreement 6 months prior to the expiry of this agreement.

7. SECTION SEVEN - SIGNATURES OF THE PARTIES

Signed for and on behalf of:

The Corporation of the City of Port Lincoln


.....
Stephen Rufus
Chief Executive Officer

Witness Signature: 

On this 10th day of September 2019

For the Employees of The Corporation of the City of Port Lincoln

Nominee Signature: 

Nominee Name: **Bonnie Cole**

Witness Signature: 

Nominee Signature: 


Nominee Name: **Michael Bertram**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Teale Gaskell**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Irene Hird**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Cathy Bailly**

Witness Signature: 

On this 10th day of September 2019

8. APPENDIX A - RATES OF PAY

Trainee rates will be as per The Awards National Training Wage, or as otherwise approved by the Council's CEO.

Classification Level	Hourly Rate 30 June 2019	Hourly Rate ⁴ 1 July 2019	Per Fortnight (75 Hours)
LEVEL 1.1	\$27.34	\$28.03	\$2,102.35
LEVEL 1.2	\$28.24	\$28.95	\$2,171.62
LEVEL 2.1	\$29.59	\$30.33	\$2,275.45
LEVEL 2.2	\$30.24	\$30.99	\$2,324.91
LEVEL 3.1	\$30.88	\$31.65	\$2,374.36
LEVEL 3.2	\$31.72	\$32.51	\$2,438.72
LEVEL 4.1	\$32.62	\$33.44	\$2,507.97
LEVEL 4.2	\$33.46	\$34.29	\$2,572.22
LEVEL 5.1	\$34.48	\$35.35	\$2,651.36
LEVEL 5.2	\$35.19	\$36.07	\$2,705.84
LEVEL 6.1	\$36.09	\$37.00	\$2,775.07
LEVEL 6.2	\$38.73	\$39.70	\$2,977.85
LEVEL 7.1	\$39.57	\$40.56	\$3,042.19
LEVEL 7.2	\$41.50	\$42.54	\$3,190.58
LEVEL 8.1	\$42.79	\$43.86	\$3,289.51
LEVEL 8.2	\$45.68	\$46.82	\$3,512.07
LEVEL 9.1	\$48.58	\$49.79	\$3,734.72
LEVEL 9.2	\$50.06	\$51.31	\$3,848.45
LEVEL 10.1	\$51.60	\$52.89	\$3,967.17
LEVEL 10.2	\$53.53	\$54.87	\$4,115.56
LEVEL 11.1	\$57.39	\$58.83	\$4,412.37
LEVEL 11.2	\$59.32	\$60.81	\$4,560.76
OOSHO	51.50	52.7875	N/A
AMOC	51.50	52.7875	N/A

⁴ The hourly rate from 1 July 2019 has been calculated from the base hourly rate as at 1 July 2016 + 2.5% increase received as at 1 July 2017 + 2.8% increase received as at 1 July 2018 + 2.5 % increase applied as at 1 July 2019

9. APPENDIX B – CLASSIFICATION CRITERIA

Level 1.1 and 1.2	
Authority and accountability:	<i>Level 1 covers entry level for employees with minimal experience and qualifications.</i> Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.
Judgment and problem solving:	Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.
Specialist knowledge and skills:	Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.
Management skills:	Not required at this level.
Interpersonal skills:	Limited to basic communications with other staff and with the public (possibly Outdoor).
Qualifications and experience:	An employee in this level will have commenced on-the-job training, which may include an induction course.
Level 2.1 and 2.2	
Authority and accountability:	<i>Level 2 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent.</i> Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
Judgment and problem solving:	Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
Specialist knowledge and skills:	Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.
Management skills:	Not required at this level.
Interpersonal skills:	Limited to basic communications with other staff and possibly with the public.
Qualifications and experience:	Completion of Year 10 and/or an appropriate labour market program or similar work/skills. For trade based employees - Hold an appropriate Equipment Operator Qualification for the relevant Council plant.

Level 3.1 and 3.2	
	<i>Level 3 covers operational and administrative employees with relevant experience undertaking duties and responsibilities in excess of Level 2.</i>
Authority and accountability:	Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.
Judgment and problem solving:	Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
Specialist knowledge and skills:	Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
Management skills:	Not required at this level.
Interpersonal skills:	Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.
Qualifications and experience:	Qualifications or relevant experience in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.
Level 4.1 and 4.2	
	<i>Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees.</i>
Authority and accountability:	Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or application of trades, administrative or technical skills.
Judgment and problem solving:	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.
Specialist knowledge and skills:	Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.

Management skills:	Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.
Interpersonal skills:	Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of routine and usual matters.
Qualifications and experience:	Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through: (a) a trade certificate or equivalent; (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or (c) knowledge and skills gained through on-the-job training.
Level 5.1 and 5.2	
Authority and accountability:	<i>Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.</i> The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.
Judgment and problem solving:	Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
Specialist knowledge and skills:	Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.
Management skills:	May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.
Interpersonal skills:	Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
Qualifications and experience:	Positions require thorough working knowledge and experience of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include: (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.

Level 6.1 and 6.2	
	<i>Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5.</i>
Authority and accountability:	May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.
Judgment and problem solving:	Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.
Specialist knowledge and skills:	Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.
Management skills:	May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.
Interpersonal skills:	Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.
Qualifications and experience:	Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include: (a) diploma or advanced diploma, or (b) appropriate in-house training or equivalent.
Level 7.1 and 7.2	
	<i>Level 7 covers specialist technical employees undertaking duties in excess of Level 6 and is the entry level for graduate professional employees.</i>
Authority and accountability:	Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.
Judgment and problem solving:	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.

Specialist knowledge and skills:	Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.
Management skills:	Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.
Interpersonal skills:	Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.
Qualifications and experience:	Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.
Level 8.1 and 8.2	
	<i>Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.</i>
Authority and accountability:	Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).
Judgment and problem solving:	Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.
Specialist knowledge and skills:	Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.
Management skills:	Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects and/or work teams involving employees in lower levels and other resources.
Interpersonal skills:	Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.
Qualifications and experience:	Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.

Level 9.1 and 9.2	
	<i>Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a management function. Level 9 also covers experienced professionals.</i>
Authority and accountability:	Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.
Judgment and problem solving:	Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.
Specialist knowledge and skills:	Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.
Management skills:	Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.
Interpersonal skills:	Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.
Qualifications and experience:	Employees will have a relevant degree or equivalent with extensive practical experience.
Level 10.1 and 10.2	
	<i>Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.</i>
Authority and accountability:	Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.
Judgment and problem solving:	Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.

Specialist knowledge and skills:	Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.
Management skills:	Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
Interpersonal skills:	Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.
Qualifications and experience:	Employees require a relevant degree or equivalent and management experience.
Level 11.1 and 11.2	
	<i>Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</i>
Authority and accountability:	Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.
Judgment and problem solving:	Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.
Specialist knowledge and skills:	Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.
Management skills:	Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.
Interpersonal skills:	Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.
Qualifications and experience:	Positions require a relevant degree or equivalent and significant management experience.



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