



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AWARD

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

PART 1 - APPLICATION AND OPERATION OF AWARD

CLAUSE 1.1 AWARD TITLE

OPDATE 01:12:2006 on and from

This Award shall be known as the South Australian Municipal Salaried Officers Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 06:11:2019 on and from

1.2.1 By clause number

Clause no. Title

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CLAUSE 1.3 ANTI-DISCRIMINATION

OPDATE 01:12:2006 on and from

- 1.3.1 It is the intention of the respondents to this Award to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 1.3.2 Accordingly, in fulfilling their obligations under the dispute settling procedure clause, clause 3.2, the respondents must make every endeavour to ensure that neither the Award provision nor their operation are directly or indirectly discriminatory in their effects.
- 1.3.3 Nothing in this clause is to be taken to affect:
- 1.3.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 1.3.3.2 Junior rates of pay.
- 1.3.3.3 An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

CLAUSE 1.4 DEFINITIONS

OPDATE 01:12:2006 on and from

- 1.4.1 **Act** shall mean the *Fair Work Act 1994*, as amended.
- 1.4.2 **Award** shall mean the South Australian Municipal Salaried Officers Award
- 1.4.3 **Commission** shall mean the South Australian Employment Tribunal, acting as an industrial relations commission.
- 1.4.4 **Council** shall mean any corporation, subsidiary or board as provided for in clause 1.6.1.
- 1.4.5 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Award.

- 1.4.6 **Employer** shall mean the same as Council
- 1.4.7 **Level** shall mean the classification Level under the General Officer structure except where the term is referred to under the Senior Officer structure.
- 1.4.8 **Officer** shall have the same meaning as employee.
- 1.4.9 **Union** shall mean those registered organisations as provided for in clause 1.6.2 and 1.6.3.

CLAUSE 1.5 DATE THE AWARD STARTS

OPDATE 01:12:2006 on and from

This Award was made on 28 November 2006 and operates on and from 1 December 2006 (wages and allowances operate from the first pay period commencing on or after 1 December 2006) and continues in force as amended from time to time until rescinded or replaced.

CLAUSE 1.6 SCOPE AND PARTIES BOUND

OPDATE 01:12:2006 on and from

1.6.1 This Award is binding on the industry of the occupations of:

All salaried officers employed by any municipal corporation or any corporation or district council in the State of South Australia including subsidiaries or regional subsidiaries established pursuant to the Local Government Act, or any Animal and Plant Control Board in a:

- Clerical
- Administrative
- Professional
- Managerial
- Community service
- Recreational
- Regulatory
- Childcare
- Environmental, or
- Technical (including overseers, foremen and other supervisory officers)

capacity whose duties, responsibilities and work description are contained within the terms of this Award.

- 1.6.2 The Amalgamated ASU (SA) State Union (**ASU**) and its members in all respects.
- 1.6.3 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (**AMWU**) in relation to its members employed as technical officers and who fit within the traditional coverage and rules of the **AMWU**.

PART 2 - CONSULTATION AND DISPUTE RESOLUTION

CLAUSE 2.1 CONSULTATIVE MECHANISMS AND PROCEDURES

OPDATE 01:12:2006 on and from

At each enterprise covered by this Award the employer and employees and, if appropriate, an appropriate agent including the Union, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this Award which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

CLAUSE 2.2 DISPUTE SETTLING PROCEDURE

OPDATE 01:12:2006 on and from

2.2.1 In the event of a dispute arising in the workplace the procedure to be followed to resolve the matter will be as follows:

2.2.1.1 The employee and their supervisor meeting and conferring on the matter; and

2.2.1.2 If the matter is not resolved at such a meeting, the parties shall arrange for further discussions between the employee and his or her nominated representative, if any, and more senior level of management.

2.2.1.3 If the matter is still not resolved a discussion shall be held between representatives of the Local Government Association or other representatives of the employer and the **Union** or other employee representative.

2.2.1.4 If the matter cannot be resolved it may be referred to the **Commission**.

2.2.1.5 An employee required to attend an Industrial Tribunal to take part in any industrial proceedings may be granted leave without or with pay for such purposes.

2.2.2 In order to facilitate the procedure in 2.2.1:

2.2.2.1 The party with the grievance must notify the other party at the earliest opportunity of the problem;

2.2.2.2 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded;

2.2.2.3 Sensible time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.

2.2.3 While the parties attempt to resolve the matter work will continue as normal unless an employee has a reasonable concern about an imminent risk to his or her health and safety.

2.2.4 A workplace or employee representative who is required to assist in solving disputes shall be granted paid leave to undertake training for such purposes. Leave shall be granted provided that:

- (a) the scope, content and level of courses are directed to the understanding and enhancement of dispute resolution procedures;
- (b) the timing and duration is taken into consideration;
- (c) the employer is able to make adequate operational arrangements during the period of such leave;

- (d) other similar leave is taken into consideration.

CLAUSE 2.3 BOARDS OF REFERENCE

OPDATE 01:12:2006 on and from

- 2.3.1 A Board of Reference shall be convened on the application of either an employee or a respondent employer to deal with disputes over the correct Award classification of an employee covered by this Award, including eligibility for higher duty payments as provided for in clause 4.3.
- 2.3.2 The Board must apply the Award classification criteria in making a determination over any such disputes.
- 2.3.3 The Board shall be constituted by a Chairperson (a nominee of the **Commission**), and two (2) other members, one on nomination by the employer and the other on nomination by the Union or the employee where the employee is not a **Union** member.
- 2.3.4 The employer and the employee may be represented before the Board of Reference.
- 2.3.5 The Board shall determine by majority decision any classification matter brought before it, and publish the reasons for its determination.
- 2.3.6 The employer or the employee or the relevant **Union** may appeal a Board determination to the **Commission** provided such appeal is lodged within twenty one (21) days of the Board determination.
- 2.3.7 Nothing contained in this clause shall prevent the employer, the employee or the relevant Union from utilising the Dispute Settling Procedures in clause 2.2 to deal with classification disputes and directly making access to the **Commission** in lieu of an application to a Board of Reference.

CLAUSE 2.4 NOTICE BOARDS

OPDATE 01:12:2006 on and from

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

CLAUSE 2.5 AWARD ACCESS

OPDATE 01:12:2006 on and from

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

CLAUSE 2.6 RIGHT OF ENTRY

OPDATE 06:11:2019 on and from

- 2.6.1 An accredited Officer of the relevant **Union** will be permitted to enter the premises of the employer subject to the Award, or any other premises where employees of the employer may be working for the following purposes:
- 2.6.1.1 To inspect time books and wage records as the employer is required to keep or cause to be kept at those premises.
- 2.6.1.2 To inspect the work carried out by the employees and note the conditions under which the work is carried out.

- 2.6.1.3 To interview employees (being employees who are members or are eligible to become members of the **Union**) in relation to membership and business of the **Union**.
- 2.6.2 No right of entry is exercised under this clause unless:
- 2.6.2.1 An accredited Officer of the **Union** (in normal circumstances and where practicable) gives at least 24 hours notice to the employer whose premises are to be entered of the Officer's intention and states to the employer the purpose for which right of entry is sought.
- 2.6.2.2 The accredited Officer of the **Union** complies with all security and safety procedures and restrictions normally in force on the employer's premises.
- 2.6.3 Where practicable the exercise of any right of entry under this clause on an employer's premises will take place during meal or tea breaks.

Where an accredited Officer of the **Union** seeks to interview employees either individually or as a group during meal or tea breaks at the premises of the employer, the accredited Officer will make arrangements with the employer for the time and place of the interview as necessary to prevent disruption to the employer's business.

Interviews will either be held in the meal/lunch room on the employer's premises or another suitable place nominated by the employer. If no suitable place is nominated by the employer, interviews may take place at an employee's work station.

Any interviews by an accredited Officer of the **Union** during working hours (exclusive of meal and tea breaks), shall be kept to the minimum time necessary.

PART 3 - EMPLOYMENT RELATIONSHIPS

CLAUSE 3.1 EMPLOYMENT CATEGORIES

OPDATE 01:01:2012 1st pp on or after

3.1.1 Appointment and probation

- 3.1.1.1 All employees shall be on probation for a term of three months from initial engagement with the employer.
- 3.1.1.2 At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 3.1.1.3 In the light of the assessment the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
- 3.1.1.4 Should the probationary period be extended beyond three months, regular monthly assessments shall be made.
- 3.1.1.5 In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

3.1.2 Casual employment

- 3.1.2.1 An employee engaged for a period of 800 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading of twenty per cent, in addition to the appropriate ordinary time hourly rate prescribed under the Award for the normal duties involved.

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

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

- 3.1.2.2 The loading prescribed in 3.1.2.1 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.
- 3.1.2.3 An employee, employed for more than 800 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. A written copy of any such mutual agreement shall be signed by the employer and employee.
- 3.1.2.4 A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under Clause 5.1. Overtime and Penalty Rates for casual employees shall be applied to the hourly rate which includes the loading prescribed by 3.1.2.1.

3.1.2.5 Caring responsibilities

- 3.1.2.5(a) Subject to the evidentiary and notice requirements in 6.8.1.2 and 6.8.1.3(d) employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child, or upon the death in Australia of an immediate family or household member.
- 3.1.2.5(b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 3.1.2.5(c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

3.1.3 **Part-time employment**

- 3.1.3.1 Any employee employed on less than the established full-time hours for the enterprise may be engaged as a part-time-employee. The provisions of this Award shall apply on a pro-rata basis to any such employee.

- 3.1.3.2 Subject to the provisions of 3.1.3.3 overtime and penalty rates shall apply to a part-time employee in either of the following circumstances:

- (a) where work is performed outside of the ordinary span of hours set out in clause 6.1;
- (b) where in any two month block, commencing at the beginning of any calendar year, the employee has worked sufficient additional hours to exceed the number of weekly hours for which the employee is contracted:-

Contracted hrs (15 hrs per wk)	120 hrs per 2 months (calendar)
Actual hrs worked	<u>160</u> hrs over 2 months (calendar)
Additional hrs worked	<u>40</u> hrs (more than 15 hrs therefore overtime rates apply)
	minus
Ordinary time	<u>15</u> hrs 25 hrs @ appropriate overtime rates

- 3.1.3.3 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the employer. This provision applies to meet the short term requirements of either party or in respect of an increase or decrease in normal hours of duty.

- 3.1.3.4 A part-time employee shall be required to work the equivalent hours as a full-time employee works within a 12 month period in order to qualify for incremental progression within the classification level.

3.1.4 Fixed term employment

- 3.1.4.1 The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- 3.1.4.2 The employer may engage an employee in circumstances other than those provided for in 3.1.4.1 where the employee agrees to employment for a fixed term.
- 3.1.4.3 A written agreement setting out the terms and conditions of the contract including the nature of the duties and the Award classification shall be signed by the employer and the employee.
- 3.1.4.4 Upon appointing an employee on a fixed term contract, the employer shall notify the relevant **Union** forthwith as to:
- (a) The nature of the fixed term contract;
 - (b) The duration of the fixed term contract.

3.1.5 Training wage arrangements

Refer to Schedule 5.

3.1.6 Workers eligible for a supported wage

Refer to Schedule 6.

CLAUSE 3.2 NOTICE OF TERMINATION

OPDATE 01:12:2006 on and from

3.2.1 Notice of termination by employer

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

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

- 3.2.1.2 In addition to the notice in 3.2.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years **continuous service**, are entitled to an additional week's notice.
- 3.2.1.3 Payment in lieu of the prescribed notice in 3.2.1.1 and 3.2.1.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 3.2.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (a) the employee's ordinary hours of work (even if not standard hours); and

- (b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- (c) any other amounts payable under the employee's contract of employment.

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

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

3.2.1.6 **Continuous service** is defined in clause 8.5.

3.2.2 **Notice of termination by an employee**

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

3.2.3 **Job search entitlement**

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

3.2.5 **Redundancy**

3.2.5.1 Definitions

Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone, and *redundant* has a corresponding meaning.

Small business means an employer who employs fewer than 15 employees

Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

3.2.5.2 Exclusion

- 3.2.5.2(a) This clause does not apply to employees with less than 1 year's **continuous service**. The general obligation of employers should be no more than to give such employees an indication of the impending **redundancy** at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- 3.2.5.2(b) This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

3.2.5.3 Discussions before termination

- 3.2.5.3(a) Where an employer has made a decision that the employer no longer requires the job the employees have been doing done by anyone and that decision may lead to termination of employment, the employer must have discussions as soon as practicable with the employees directly affected and the **Union**. Discussions must include:
- (i) the reasons for the proposed terminations;
 - (ii) measures to avoid or minimise the terminations;
 - (iii) measures to mitigate the adverse effects of any terminations on the employees concerned.
- 3.2.5.3(b) For the purposes of such discussion the employer must as soon as practicable provide in writing to the employees concerned and the **Union**, all relevant information about the proposed terminations, including:
- (i) the reasons for the proposed terminations;
 - (ii) the number and categories of employees likely to be affected;
 - (iii) the number of workers normally employed; and
 - (iv) the period over which the terminations are likely to be carried out.

No employer is required to disclose confidential information the disclosure of which when looked at objectively, would be against the employer's interests.

3.2.5.4 Period of notice of termination on redundancy

- 3.2.5.4(a) If the services of an employee are to be terminated due to **redundancy** such an employee must be given notice of termination as prescribed by clause 4.3.
- 3.2.5.4(b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other technological changes in the industry in relation to which the employer is engaged must be given not less than three months notice of termination.
- 3.2.5.4(c) Should the employer fail to give notice of termination as required in 3.2.5.4(a) or (b) the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purpose of the *Long Service Leave Act 1987*.

3.2.5.5 Time off during notice period

- 3.2.5.5(a) During the period of notice of termination given by the employer an employee is entitled to up to 1 day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 3.2.5.5(b) If the employee has been allowed paid leave for more than 1 day during the notice period for the purpose of seeking other employment, the employees must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- 3.2.5.5(c) The time off during notice period entitlements under this clause 3.2.5.5 apply in lieu of the provisions of 4.3.2.

3.2.5.6 Notification to Centrelink

Where a decision has been made to terminate the employment of an employee, or of employees, on account of **redundancy** the employer must notify Centrelink accordingly as soon as possible, giving relevant information including:

- (a) a written statement of the reason(s) for the termination(s);
- (b) the number and categories of the employees likely to be affected; and
- (c) the period over which the termination(s) are intended to be carried out.

3.2.5.7 Severance pay

- 3.2.5.7(a) Employees are entitled to severance pay as prescribed below in addition to the period of notice prescribed for termination in 3.2.1 and 3.2.5.4.

3.2.5.7(b) *Severance pay - employees of a small business*

An employee of a **small business** as defined in 3.2.5.1 whose employment is terminated by reason of **redundancy** is entitled to the following amount of severance pay in respect of a period of **continuous service**:

<i>Period of continuous service</i>	<i>Severance pay</i>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay *
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

* **Weeks pay** is defined in 3.2.5.1.

3.2.5.7(c) *Severance pay – other than employees of a small business*

An employee, other than an employee of a **small business** as defined in 3.2.5.1, whose employment is terminated by reason of **redundancy**, is entitled to the following amount of severance pay in respect of a period of **continuous service**:

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

- 3.2.5.7(d) *Additional severance pay for employees aged over 45 years with 10 years or more continuous service*

In addition to the severance pay in 3.2.5.7.3 an employee with not less than 10 years **continuous service**, who is over the age of 45 years, is entitled to an additional 4 weeks severance pay.

* **Weeks pay** is defined in 3.2.5.1.

- 3.2.5.7(e) Continuity of service will be calculated in the manner prescribed by clause 4.5.
- 3.2.5.7(f) The severance payment need not exceed the amount which the employee would have earned if employment with the employer has proceeded to the employee's agreed date of retirement or the employee's eligibility date for social security benefits, and retirement from the workforce.
- 3.2.5.7(g) An employer may apply to the **Commission** for an order allowing the offsetting of all or part of an employee's entitlement to severance payment on the basis that such payment of part thereof is already provided for or included in the contributions which the employer has made over and above those required by law to a superannuation scheme and which are paid or payable to the employee on **redundancy** occurring.

3.2.5.8 Incapacity to pay

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

3.2.5.9 Alternative employment

An employer may make application to the **Commission** to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

3.2.5.10 Written notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) the date and time to the proposed termination of the employee's employment;

- (b) details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

3.2.5.11 Transfer to lower paid duties

Where an employee whose job has become **redundant** accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

3.2.5.12 Employee leaving during notice

An employee whose employment is terminated on account of **redundancy** may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under the Clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice.

3.2.5.13 Transmission of business

The provisions of this clause are not applicable where a transmission of business occurs and the conditions of 3.3.2 or 3.3.3 are met.

3.2.5.14 Contrived arrangements

Subject to an order of the **Commission**, where an employer contrives arrangements wholly or partly to deprive employees of the severance pay set out in 3.2.5.7(c) or 3.2.5.7(d), then the employees will be entitled to the severance pay set out in those clauses in lieu of that set out in 3.2.5.7(b).

CLAUSE 3.3 TRANSMISSION

OPDATE 01:12:2006 on and from

- 3.3.1 This clause applies where a business, undertaking or establishment, or any part thereof, has been transmitted from an employer (the **transmittor**) to another employer (the **transmittee**).

Transmission without limiting its ordinary meaning, includes transfer, conveyance, assignment or succession, whether by agreement or operation of law. **Transmitted** has a corresponding meaning.

3.3.2 **Acceptance of employment with transmittee**

Subject to further order of the **Commission** where a person who at the time of the **transmission** was an employee of the transmitter in that business, undertaking, establishment, or part thereof becomes an employee of the **transmittee**:

3.3.2.1 The period of service which the employee has had with the **transmittor** or any prior **transmittor** will be deemed to be service of the employee with the **transmittee** for the purpose of calculating any entitlement of the employee to service related period of notice of severance payments; and

3.3.2.2 The provisions of 3.2.5 do not apply in respect of the termination of the employee's employment with the **transmittor**.

3.3.3 Offer of employment with the transmittee

An employee is not entitled to benefits under 3.2.5 in respect of the termination of the employee's employment resulting from **transmission** of the business, undertaking, establishment or part of it if:

3.3.3.1 The employee is offered employment by the **transmittee**;

3.3.3.2 The offer is made before the **transmission** of the business, undertaking or part thereof;

3.3.3.3 The terms and conditions of the new employment offered:

- (a) are not substantially different from those applying to the employment with the **transmittor**; or
- (b) are substantially different but the offer constitutes an offer of suitable employment in relation to the employee; and

3.3.3.4 The employee unreasonably refuses to accept the offer.

PART 4 - RATES OF PAY AND RELATED MATTERS

CLAUSE 4.1 CLASSIFICATION AND RATES OF PAY

OPDATE 01:12:2006 on and from

- 4.1.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedules 2 and 3 of the Award and will include for salary purposes 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, an employer shall observe the procedure contained in Schedule 1 of this Award to apply the appropriate salary level. On initial appointment, an employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 4.1.3.1 Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Board of Reference constituted under this Award or the **Commission** provided that such application is made whilst the employee is in the employment of the employer.
- 4.1.4 An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of 4.1.3 and 4.1.3.1.
- 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.

CLAUSE 4.2 PAYMENT OF WAGES

OPDATE 01:12:2006 on and from

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

CLAUSE 4.3 HIGHER DUTIES

OPDATE 01:12:2006 on and from

- 4.3.1 An employee directed by the employer to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Award, shall be paid while he or she is performing such duties not less than:
- 4.3.1.1 The minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
- 4.3.1.2 A salary rate commensurate with the value of the duties he or she is so directed to perform.
- 4.3.2 Provided that the employee directed to perform such duties shall perform them on the first occasion for a continuous period of five working days or more.

On subsequent occasions:

- 4.3.2.1 Employees classified at Level 5 and above - five days
- 4.3.2.2 Employees classified below Level 5 - four days OR an aggregate of ten days in a calendar month.
- 4.3.2.3 Relief cashiers or positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay.
- 4.3.2.4 Notwithstanding the other provisions of this clause, an officer who performs higher duties as a Relief Cashier during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a Relief Cashier, at the rate of a Cashier according to years of service in such Relief Cashier work.

CLAUSE 4.4 ALLOWANCES

OPDATE 01:07:2020 1st pp on or after (cl. 4.4.2 & 4.4.3)

4.4.1 Availability allowance

- 4.4.1.1 This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- 4.4.1.2 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. Where a lesser state of readiness is required by the employer, the provisions of Clause 5.7 Call Out shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- 4.4.1.3 An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to 10 per cent of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

4.4.2 First aid allowance

- 4.4.2.1 Where an employer requires an employee to hold and act upon a first aid certificate an allowance of \$14.00 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.
- 4.4.2.2 The payment shall be paid to casual and regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$14.00 per week in any one working week.
- 4.4.2.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- 4.4.2.4 Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

4.4.3 Health surveyors' allowance

A Health Surveyor classified Level 4, 4th increment and below who possesses qualifications which enables him/her to be an authorised employee under the *Food Act 1985* shall be paid an amount of \$700 p.a. additional to his/her ordinary salary that shall be regarded as part of the total salary for all purposes of the Award.

4.4.4 Meal breaks and meal allowance

4.4.4.1 An employee required to work overtime for more than one hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.

4.4.4.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:

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

4.4.4.2(b) After four hours of continuous work in any other case; and

4.4.4.2(c) To subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.

4.4.4.3 When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance of \$18.30 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.

4.4.4.4 Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal an allowance of \$16.90 shall be paid.

4.4.5 Motor vehicle allowance

4.4.5.1 Where an employee is required by the employer to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance with clause 4.4.5.2 for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24 km.

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

<i>Type of vehicle</i>	<i>Rate of allowance</i>
An engine of 4 cylinders or less	86 cents per km
An engine of more than 4 cylinders or a rotary engine	95 cents per km

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

- 4.4.5.4 Provided that, should the employee resign from the service of the employer, or have his/her service terminated through no fault of his/her own, prior to the expiration of the period of his/her licence, the employer shall have the right to deduct from monies due to the employee on termination, an amount pro-rata to the unexpired portion of the licence fee.
- 4.4.5.5 Provided further that, if the employee, during the period of the said licence, is appointed to a position in local government in South Australia, the duties of which require that he/she be a licensed motor driver, he/she shall be reimbursed by the re-employing Council for the unexpired portion of the said licence fee.
- 4.4.5.6 Where an employee is directed to use his/her motor cycle on or in connection with the business of the employer, he/she shall be paid an allowance calculated at the rate of 32 cents per kilometre, provided that in addition the provisions of 4.4.5.1 shall apply.
- 4.4.5.7 Where an employee is required to attend Council meetings and does so attend outside his/her normal working hours and this necessitates use of his/her privately owned motor vehicle to travel directly from and to his/her home, he/she shall be paid an allowance at the rate prescribed under 4.4.5.2.

4.4.6 **Travelling expenses**

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

4.4.7 **Telephone allowance**

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

4.4.8 **Study leave allowance**

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

CLAUSE 4.5 SAFETY NET ADJUSTMENTS

OPDATE 01:07:2020 1st pp on or after

The rates of pay in this Award include the safety net adjustment payable under the *2020 State Wage Case* and Minimum Standard for Remuneration. This safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2020 State Wage Case* and Minimum Standard for Remuneration excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

CLAUSE 4.6 ECONOMIC INCAPACITY APPLICATIONS

OPDATE 01:07:2020 1st pp on or after

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2020 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in light of the particular circumstances of each case and the impact on employment at the enterprise level. The increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2017*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of the South Australian Employment Tribunal (SAET).

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

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

PART 5 - HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

CLAUSE 5.1 ORDINARY HOURS OF WORK

OPDATE 01:12:2006 on and from

- 5.1.1 The ordinary hours of work of a full-time employee shall be no more than an average of 38 hours per week.
- 5.1.2 The ordinary hours of work are to be worked between the span 7.30 am - 6.30 pm Monday to Friday inclusive. The ordinary hours of employees engaged in libraries, recreation centres and swimming pools are excluded from the operation of this clause (clause 5.1.2) providing however that such employees shall be entitled to the following penalties covering their work:
- (a) employees engaged in recreation centres and swimming pools (clause 5.2);
 - (b) employees engaged in libraries (clause 5.3).
- 5.1.3 Subject to the majority provisions in 5.1.4 the daily hours of employees working a standard 5 day working week as provided in 5.1.2 shall be no more than 7.6 hours.
- 5.1.4 **Variation to standard week**
- 5.1.4.1 By agreement between the Council and the majority of employees (who are subject to particular working hours arrangements) the following variations to a standard 5 day working week may apply:
- (a) a nineteen day four week period;
 - (b) a nine day fortnight;
 - (c) a system of flexi-time;
 - (d) any other form of structured and regular hours arrangement,
- provided that no more than an average 38 hours per week is worked within the cycle.
- 5.1.4.2 **Unions** which are party to the Award and which have members employed at the enterprise shall be notified by the employer regarding any proposal to change the method of working ordinary hours and then be provided with a reasonable opportunity to participate in negotiations regarding implementation. Union involvement in this process does not mean that the consent of the **Union** is required prior to its implementation.
- 5.1.5 There shall be a lunch break of between 30 and 60 minutes each day to be taken between 11.30 am and 2.30 pm.
- 5.1.6 There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day. Where adequate tea/coffee making facilities are available the break shall be taken at the employee's normal work station at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.

5.1.7 Change to span of hours

- 5.1.7.1 Where an employee's 38 ordinary time hours per week cannot be worked during the span of hours in clause 5.1.2, a written agreement between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee. In such arrangements the employer shall apply the appropriate standard penalties as prescribed by clause 5.2 unless some other compensating benefit is otherwise agreed between the employer and the employee.
- 5.1.7.2 An employee may request and shall be given the opportunity to either seek advice or the involvement of the **Union** in discussions relating to an agreement pursuant to clause 5.1.7.1.
- 5.1.7.3 This clause 5.1.7 shall not apply to employees engaged in Recreation Centres, Swimming Pools and Libraries.
- 5.1.8 Employees who regularly and directly supervise employees covered by the Local Government Employees Award and depot based employees who regularly provide administrative support to those employees may work the same hours as those employees provided such hours do not exceed 152 ordinary time hours in a four week period.

CLAUSE 5.2 PENALTY RATES ON ORDINARY TIME

OPDATE 01:12:2006 on and from

- 5.2.1 Employees who as part of their ordinary hours of duty regularly perform work prior to 7.30am or after 6.30pm 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:
- (a) 150% in addition to their ordinary time rate of pay; or
 - (b) 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 5.2.4 Employees who are regularly rostered over seven 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 shall have all annual leave loading calculated at the rate of 20% instead of 17.5%.
- 5.2.6 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday which shall be mutually agreed between the parties.
- 5.2.7 The penalty provisions of this subclause will not apply to supervisory staff as defined in clause 5.1.8.
- 5.2.8 All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate as prescribed in clause 5.4.

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

CLAUSE 5.3 LIBRARY OFFICERS

OPDATE 01:12:2006 on and from

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

- (a) for employees paid up to and including Level 4 increment 3, a 15% loading in addition to their ordinary time rate of pay;
- (b) for employees paid at Level 4 increment 4 but not more than Level 6 increment 1, a 15 % loading calculated at Level 4 increment 3 ordinary time rate of pay;
- (c) for employees paid at Level 6 increment 2 or above, no loading.

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

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

- (a) On Saturday up to noon shall be paid a loading of 25% for such time;
- (b) On Saturday after noon, 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 in accordance with clause 5.6.

CLAUSE 5.4 OVERTIME

OPDATE 01:12:2006 on and from

- 5.4.1 All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 5.4.2 All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three hours and double time thereafter.
- 5.4.3 All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 5.4.4 All time worked on a public holiday as defined by clause 6.9 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.
- 5.4.5 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 5.4.6 The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.

- 5.4.7 Any employee shall attend meetings of the Council by which he/she is employed, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

CLAUSE 5.5 REST PERIOD AFTER OVERTIME

OPDATE 01:12:2006 on and from

If starting work at the employee's next rostered starting time would mean that the employee did not receive a full ten hour break then either: the employee may, without loss of pay, start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the employer must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten hours.

CLAUSE 5.6 TIME OFF IN LIEU OF OVERTIME

OPDATE 01:12:2006 on and from

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:

- 5.6.1 Such time off shall be either:

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

CLAUSE 5.7 CALL OUT

OPDATE 01:12:2006 on and from

- 5.7.1 An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three hours work at the overtime rate.
- 5.7.2 Where the employee is being paid an availability allowance in accordance with clause 4.4.1, a minimum of two hours work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two or three hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of clause 5.5 when the actual time worked is less than three hours on such recall or on each of such recalls.
- 5.7.3 This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

PART 6 - TYPES OF LEAVE AND PUBLIC HOLIDAYS

CLAUSE 6.1 ANNUAL LEAVE

OPDATE 01:12:2006 on and from

- 6.1.1 All employees shall, after completion of twelve months **continuous service**, be entitled to four weeks annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary.
- 6.1.2 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 6.1.3 Subject to clause 6.1.5, annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 6.1.4 If, before the completion of any period of twelve months **continuous service**, the employment of any employee is terminated for any reason other than serious misconduct or any employee lawfully terminates his/her employment he/she shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of **continuous service** (according to the length of the pay period of the employee concerned).
- 6.1.5 To assist employees in balancing their work and family commitments:
- 6.1.5.1 An employee may elect, with the consent of the employer, to 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.
- 6.1.5.2 An employee may elect, with the consent of their employer, to take annual leave in single days, up to a maximum of 10 single days in any year.
- 6.1.5.3 Access to annual leave as prescribed in clause 6.1.5.2, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 6.1.5.4 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 10 consecutive annual leave days are taken.
- 6.1.6 Notwithstanding the provisions of 6.1.1, an employer may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Provided however, that where an employee's employment is terminated before the date (to which the annual leave had been calculated and paid), any overpayment may be recovered by the employer through adjustment to the employee's final termination pay. Any recovered amount shall not include any sums paid for any of the public holidays prescribed by clause 6.9.

CLAUSE 6.2 ANNUAL LEAVE LOADING

OPDATE 01:12:2006 on and from

- 6.2.1 In addition to the payment for annual leave as prescribed by clause 6.1 of this Award, all employees, except those covered under 6.2.2 shall be entitled, when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four weeks equivalent to the employee's annual salary at the time of proceeding on leave.
- 6.2.1.1 Provided that employees whose annual salary is in excess of the salary payable to Level 6, increment 2 shall receive as a maximum loading, the loading calculated at the rate applicable to Level 6, increment 2.

- 6.2.2 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.
- 6.2.3 An employee whose services terminate for any reason other than serious misconduct and who is entitled to payment in lieu of accumulated annual leave shall be paid in addition an annual leave loading calculated in accordance with clause 6.2.1 in respect of any annual leave credit for which the payment prescribed by clause 6.2.1 has not been paid.
- 6.2.4 The annual leave loading prescribed by this clause shall not be payable for annual leave calculated on a pro-rata basis.

CLAUSE 6.3 BEREAVEMENT LEAVE

OPDATE 01:12:2006 on and from

- 6.3.1 The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 3.1.2.5.

6.3.2 Paid leave entitlement

An employee is entitled to up to 2 days bereavement leave on each occasion of the death in Australia of a wife, husband, father and mother (of either employee or spouse), brother, sister, child, step child or any household member.

Proof of such death shall be furnished by the employee to the satisfaction of the 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.

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

6.3.3 Unpaid bereavement leave

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

CLAUSE 6.4 LONG SERVICE LEAVE

OPDATE 01:12:2006 on and from

Long service leave shall be in accordance with the *Long Service Leave Act 1987 (SA)*, except where an exemption from the aforementioned Act has been sought and granted.

CLAUSE 6.5 PARENTAL LEAVE

OPDATE 01:12:2006 on and from

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

6.5.1 Definitions

- 6.5.1.1 For the purposes of this clause **child** means a child of the employee under school age, except for adoption of a child where **child** means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six months or more.

- 6.5.1.2 For the purposes of this clause **spouse** includes a de facto or former spouse.
- 6.5.1.3 For the purpose of this clause **employee** means full-time, part-time and **eligible casual employees**, but does not apply to other casual employees.
- 6.5.1.4 An **eligible casual employee** means a casual employee:
- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
 - (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

6.5.2 Basic entitlement

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

6.5.3 Right to request

- 6.5.3.1 An employee entitled to parental leave pursuant to the provisions of clause 6.5.2 may request the employer to allow the employee:
- (a) to extend the period of simultaneous unpaid parental leave provided for in clauses 6.5.4.2 and 6.5.4.2(b) up to a maximum of eight weeks;
 - (b) to extend the period of unpaid parental leave provided for in clause 6.5.2(a) by a further continuous period of leave not exceeding 12 months;
 - (c) to return from a period of parental leave on a part-time basis until the **child** reaches school age, to assist the employee in reconciling work and parental responsibilities.
- 6.5.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 6.5.3.3 Employees request and the employer's decision to be in writing
- The employees request and the employer's decision made under clauses 6.5.3(a) and 6.5.3.2 must be recorded in writing.

6.5.3.4 Request to return to work part-time

Where an employee wishes to make a request under clause 6.5.3.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

6.5.4 **Maternity leave**

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

- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
- (b) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
- (c) a statutory declaration stating particulars of any period of paternity leave sought or taken by her **spouse** and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

6.5.4.2 Subject to clause 6.5.4.1, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

6.5.4.3 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the **child**, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

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

6.5.4.5 Where leave is granted under clause 6.5.2, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

6.5.5 **Paternity leave**

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

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

6.5.5.2 Written notification of the dates on which he proposes to start and finish the period of paternity leave; and

6.5.5.3 Except in relation to leave taken simultaneously with the **child's** mother under clauses 6.5.2.2(a) and 6.5.2.2(b) a statutory declaration stating:

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

- (b) particulars of any period of maternity leave sought or taken by his **spouse**; and
- (c) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

6.5.5.4 An employee may take paternity leave without giving ten weeks notice if:

- (a) the birth of the **child** occurs earlier than expected; or
- (b) the mother of the **child** dies; or
- (c) other compelling circumstances arise.

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

6.5.6 **Adoption leave**

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

6.5.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

- (a) the employee is seeking adoption leave to become the primary care-giver of the **child**;
- (b) particulars of any period of adoption leave sought or taken by the employee's **spouse**; and
- (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

6.5.6.3 An employer may require an employee provide confirmation from the appropriate government authority of the placement.

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

6.5.7 **Variation of period of parental leave**

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

6.5.8 **Parental leave and other entitlements**

6.5.8.1 An employee may in lieu of or in conjunction with parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 6.5.3.1.

- 6.5.8.2 Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 6.5.3.1.

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

6.5.10 Returning to work after a period of parental leave

- 6.5.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 6.5.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 6.5.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 6.5.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 6.5.10.4 An employer must not fail to re-engage a casual employee because:
- (a) the employee or employee's **spouse** is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.
- 6.5.10.5 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

6.5.11 Replacement employees

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

6.5.12 Part-time work

6.5.12.1 Entitlement - with the agreement of the employer

- 6.5.12.1(a) A male employee may work part-time in one or more periods at any time from the date of birth of the **child** until its second birthday or, in relation to adoption, from the date of placement of the **child** until the second anniversary of the placement.

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

6.5.12.2 Return to former position

- 6.5.12.2(a) An employee who has had at least twelve months **continuous service** with an employer immediately before commencing part-time employment after the birth or placement of a **child** has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- 6.5.12.2(b) Nothing in clause 6.5.12.2(a) shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

6.5.12.3 Effect of part-time on continuous service

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

6.5.12.4 Pro-rata entitlements

Subject to the provisions of this subclause and the matters agreed to in accordance with clause 6.5.12, part-time employment shall be in accordance with the provisions of this Award which shall apply pro-rata.

6.5.12.5 Transitional arrangements - annual leave

- 6.5.12.5(a) An employee working part-time under this clause 6.5.12 shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this clause 6.5.12.
- 6.5.12.5(b) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause 6.5.12, in such periods and manner as specified in this Award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.
- 6.5.12.5(c) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

6.5.12.6 Transitional arrangements - personal leave

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

6.5.12.7 Part-time work agreement

6.5.12.7(a) Before commencing a period of part-time employment under this clause 6.5.12 the employee and the employer shall agree.

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

6.5.12.7(b) The terms of this agreement may be varied by consent.

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

6.5.12.7(d) The terms of this agreement shall apply to the part-time employment.

6.5.12.8 Termination of employment

6.5.12.8(a) The employment of a part-time employee under this subclause may be terminated in accordance with the provisions of this Award, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause 6.5.12 or has enjoyed or proposes to enjoy any benefits arising under this clause.

6.5.12.8(b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause 6.5.12, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

6.5.12.9 Extension of hours of work

An employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 6.5.12.7.

6.5.12.10 Nature of part-time work

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

6.5.12.11 Replacement employees

- 6.5.12.11(a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this clause 6.5.12.
- 6.5.12.11(b) A replacement employee may be employed part-time. Subject to 6.5.12.11(a) clauses 6.5.12.3, 6.5.12.4, 6.5.12.5, 6.5.12.6, 6.5.12.7, 6.5.12.8 shall apply to the part-time employment of replacement employees.
- 6.5.12.11(c) Before an employer engages a replacement employee under 6.5.12.11(a), the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 6.5.12.11(d) Nothing in this clause 6.5.12.11 shall be construed as requiring an employer to 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 take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 6.5.13.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 6.5.13.1(a).

CLAUSE 6.6 SICK LEAVE

OPDATE 01:12:2006 on and from

6.6.1 Entitlement

- 6.6.1.1 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of two weeks per annum. Any sick leave not taken shall accumulate from year to year.
- 6.6.1.2 Provided that in the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one week of service.
- 6.6.2 Subject to 6.6.3, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that if so required by his/her employer, he/she produces to the employer a medical certificate or other reasonable evidence to prove that he/she was unable to attend for duty on the day or days in respect of which he/she claims sick leave.

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

6.6.4 Sick leave whilst on annual leave

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

6.6.4.2 Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

6.5.5 Portability of sick leave

6.6.5.1 Sick leave shall be portable from Council to Council. A local government employee shall be entitled to carry sick leave credits from the previous employing Council (or Councils) to the present Council provided the service is continuous as defined by the *Local Government Act 1934* but such credits shall not be available until sick leave credits accrued at the employee's employing Council have been exhausted. The employing Council may recover from previous employing Councils a contribution towards the cost of sick leave granted in accordance with this subclause.

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

CLAUSE 6.7 JURY SERVICE

OPDATE 01:12:2006 on and from

6.7.1 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:

6.7.1.1 The employee notifies the Council as soon as possible of the date(s) involved in jury service;

6.7.1.2 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;

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

6.7.1.4 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.

6.7.2 Jury service shall count as service for all purposes of the Award.

CLAUSE 6.8 FAMILY LEAVE

OPDATE 01:12:2006 on and from

6.8.1 Use of sick leave

6.8.1.1 An employee with responsibilities in relation to either members of their **immediate family** or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after 26 May 1995 for absences to provide care and support for such persons when they are ill.

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

6.8.1.3 The entitlement to use sick leave in accordance with this clause 6.8.1 is subject to:

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

6.8.1.3(b) The person concerned being either:

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

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

6.8.1.3(c) The term **immediate family** includes:

(i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

(ii) a child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent grandparent, grandchild or sibling of the employee or spouse of the employee.

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

6.8.2 Unpaid leave for family purpose

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

6.8.3 Make-up time

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

CLAUSE 6.9 PUBLIC HOLIDAYS

OPDATE 01:12:2006 on and from

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

- Any day prescribed as a holiday by the *Holidays Act 1910 (SA)* (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 library employee, (provided that where the employee may be required to regularly work according to a roster) such employee shall be entitled to an additional day's leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and his/her employer.

CLAUSE 6.10 LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

OPDATE 06:11:2019 on and from

6.10.1 This clause applies to all employees, including casuals.

6.10.2 Definitions

6.10.2.1 In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- 6.10.2.1(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- 6.10.2.1(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- 6.10.2.1(c) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

6.10.2.2 A reference to a spouse or de facto partner in the definition of family member in clause 6.10.2.1 includes a former spouse or de facto partner.

6.10.3 Entitlement to unpaid leave

An employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- 6.10.3.1 the leave is available in full at the start of each 12 month period of the employee's employment; and
- 6.10.3.2 the leave does not accumulate from year to year; and
- 6.10.3.3 is available in full to part-time and casual employees.

Note: (1) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

- (2) The employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with the family and domestic violence.

6.10.4 Taking unpaid leave

6.10.4.1 An employee may take unpaid leave to deal with family and domestic violence if the employee:

6.10.4.1(a) is experiencing family and domestic violence; and

6.10.4.1(b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

6.10.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

6.10.6 Notice and evidence requirements

6.10.6.1 Notice

An employee must give their employer notice of the taking of leave by the employee under clause 6.10. The notice:

6.10.6.1(a) must be given to the employer as soon as practicable (which may be a time after the leave has started); and

6.10.6.1(b) must advise the employer of the period, or expected period, of the leave.

6.10.6.2 Evidence

An employee who has given their employer notice of the taking of leave under clause 6.10 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 6.10.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

6.10.7 Confidentiality

6.10.7.1 Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 6.10 is treated confidentially, as far as it is reasonably practicable to do so.

6.10.7.2 Nothing in clause 6.10 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australia law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

6.10.8 Compliance

An employee is not entitled to take leave under clause 6.10 unless the employee complies with clause 6.10.

PART 7 - MISCELLANEOUS

CLAUSE 7.1 TIME RECORD

OPDATE 01:12:2006 on and from

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

CLAUSE 7.2 PROTECTIVE CLOTHING AND UNIFORMS

OPDATE 01:12:2006 on and from

- 7.2.1 Where an employer requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.
- 7.2.2 An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires a uniform to be worn.
- 7.2.3 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.

CLAUSE 7.3 COUNCIL ELECTIONS

OPDATE 01:07:2012 1st pp on or after

- 7.3.1 Returning officers, deputy returning officers, presiding officers and poll clerks shall be paid:
- (a) returning officer, the rate applicable to a Level 4, 4th increment,
 - (b) deputy returning officer the rate applicable to a Level 4, 2nd increment,
 - (c) presiding officer the rate applicable to a Level 3, 4th increment
 - (d) poll clerk the rate applicable to a Level 1, 6th increment.

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

- 7.3.2 All time worked subject to this clause on weekends in connection with an election shall be paid for at the rate of time and a half.
- 7.3.3 To establish an hourly rate from a weekly rate the divisor used shall be 38.
- 7.3.4 The provisions of Clauses 5.4 Overtime, 4.4.4 Meal Breaks and Meal Allowance, 3.1.2 Casual, and 3.1.3 Part-Time Employment, shall not apply for weekend work performed in connection with an election.
- 7.3.5 On Council polling day, where an employee performing work covered by this clause is unable to return to his or her home for a meal, and unless an adequate meal is provided by the Council, he or she shall be paid a meal allowance at the rate of \$18.30 irrespective of whether a meal break, paid or unpaid, is taken, in the following circumstances:
- (a) after three hours of continuous work if that period includes a recognised meal hour; or

- (b) after four hours of continuous work in any case; and he/she shall, under the conditions set out in the preamble to this subclause, be paid a subsequent meal allowance or meal allowances at the rate of \$18.30 at four hourly intervals calculated from one hour after the commencement of the first or any subsequent entitlement to such allowance under this clause 7.3.5.

CLAUSE 7.4 SUPERANNUATION

OPDATE 06:11:2019 on and from

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

CLAUSE 7.5 CONTINUOUS SERVICE

OPDATE 01:12:2006 on and from

7.5.1 Maintenance of continuous service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Award.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Award, the Act or Long Service Leave Act.
- (f) Interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one Council to another Council subject to the provisions of the Local Government Act.

SCHEDULE 1 - CLASSIFICATION

OPDATE 01:12:2006 on and from

CLAUSE S1.1 INTRODUCTION

- S1.1.1 The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses General Officers and Senior Officers.
- S1.1.2 The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- S1.1.3 Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- S1.1.4 After the job description is complete a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- S1.1.5 All officers (other than CEO's and Senior Officers) are classified according to the General Officer structure, whilst CEO's and Senior Officers are classified under the Senior Officers Stream.

CLAUSE S1.2 CLASSIFICATION

S1.2.1 General Officers

- S1.2.1.1 To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.
- S1.2.1.2 When classifying a position all aspects of the job must be considered against the total Award criteria the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.
- S1.2.1.3 The job description should be tested against more than one level for appropriateness.

S1.2.2 Senior Officer - Chief Executive Officers

- S1.2.2.1 All Chief Executive Officers are graded in accordance with the determination of a Local Government Classification Committee in a manner which effectively establishes appropriate relativity between Chief Executive Officer positions having regard to Council revenue, population and staffing establishment. The Committee reviews classifications of CEO's biennially and formerly advises Council regarding the appropriate Award classification.
- S1.2.2.2 The Local Government Classification Committee will comprise two representatives of the Local Government Association and two representatives of the Australian Services Union as determined by those organisations.

- S1.2.2.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the CEO, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level.
- S1.2.2.4 By agreement between the Council and CEO, further remuneration (as part of the salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Chief Executive Officer.
- S1.2.2.5 A Chief Executive Officer shall be paid not less than \$1030 per annum or 2.5% (whichever is the greater) above the base rate of the relevant Council's next highest paid officer who is classified pursuant to this Award.
- S1.2.2.6 Reasonable out-of-pocket expenses which are incurred by a Chief Executive Officer in attending social and/or official functions when required to do so by Council, shall be provided by the Council, or
- S1.2.2.7 In lieu of out-of-pocket expenses the Council and the Chief Executive Officer concerned may agree upon a fixed amount per annum.

S1.2.3 Senior Officer

- S1.2.3.1 Positions within this structure exceed the classification levels of the General Officer structure and are generally characterised by managerial responsibility, high accountability and a high degree of personal ability. The Stream consists of 4 management bands based on the Chief Executive Officer salary.
- S1.2.3.2 The structure shall consist of 4 management bands:
- Band 4 shall encompass 2 levels below the level afforded to the CEO
Band 3 shall fall 1 level below Band 4
Band 2 shall fall 1 level below Band 3
Band 1 shall fall 1 level below Band 2
- This formula shall apply to all employers with the exception of a Council where the CEO is classified at Level 10 or above, in which case Band 4 shall encompass 3 levels below the level afforded to the CEO.
- S1.2.3.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the Senior Officer, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level. By agreement between the Council and Senior Officer, further remuneration (as part of a salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Senior Officer.

CLAUSE S1.3 PROGRESSION THROUGH THE LEVELS

- S1.3.1 At the conclusion of each twelve month period following appointment to a classification an officer shall be eligible for incremental progression within each salary level subject to the following:
- S1.3.1.1 Where the employer adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification level shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment.
- S1.3.1.2 The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:

- (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees.
- (b) foundation in a current and accurate job description.
- (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent.
- (d) appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment.
- (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settling procedure.

S1.3.1.3 If the employer does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

S1.3.2 Senior Officer, Additional Aspects Of Salary Progression through the Levels

- S1.3.2.1 The employer and a Senior Officer may agree upon an additional annual amount in lieu of incremental advancement which would be paid to the Senior Officer providing that performance standards are achieved.
- S1.3.2.2 The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance, shall be agreed between the Senior Officer and the Council.

CLAUSE S1.4 STUDY LEAVE FOR CLASSIFICATION PROGRESSION

- S1.4.1 The employer may approve an employee's application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the award classification structure.
- S1.4.2 Such leave shall require approval by the employer, whether paid or not, if taken during normal working hours.

SCHEDULE 2 - GENERAL OFFICERSOPDATE 01:07:2020 1st pp on or after

The following minimum rates of pay will commence on and from the beginning of the first pay period commencing on or after 1 July 2020.

<i>Level</i>	<i>Salary per annum</i>
	\$
Level 1A	40,476
	41,317
	42,159
	43,842
Level 1	44,882
	45,583
	46,705
	47,756
	48,810
	49,716
Level 2	50,786
	51,838
	52,890
	53,587
Level 3	54,638
	55,307
	56,359
	57,410
Level 4	58,464
	59,516
	60,567
	61,478
Level 5	62,529
	63,436
	64,489
Level 6	66,243
	67,995
	69,752
Level 7	71,505
	73,258
	75,011
Level 8	77,115
	79,219
	81,325

Junior rates apply to level 1A and level 1 as follows

<i>Years of age</i>	<i>% of 1st year adult service</i>
17 and under	62
18	72
19	82
20	92

Trainee (as defined) rates apply to level 2 as follows

	<i>% of 1st year Level 2 rate</i>
1st year of service	72
2nd year of service	82
3rd year of service	92

GENERAL OFFICERS CLASSIFICATION CRITERIA

CHARACTERISTIC

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

LEVEL 1A

Activities/Functions

- Perform clearly defined routine activities in a support role in a child care centre.

Complexity of Task/Level of Autonomy

- Application of basic skills and techniques in a support role in a child care centre.
- Work outcomes will need to be closely monitored.
- Works under close direction with instruction and assistance always available.
- Works under direct supervision.

Initiative and Judgement

- Freedom to act is limited by standards and procedures.

Problem Solving

- Assistance available when problems occur.

Provision of Advice/Support/Assistance Time Management & Organisational Skills

General Responsibilities

*See a support role in a Child Care Centre.

Where Prime Responsibility Lies in Technical Field

*Not relevant to this level.

Where the Prime Responsibilities is in the Works Area

*Not relevant to this level.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

*Not relevant to this level.

Where Prime Responsibility is in Child Care

- Support role in a child care centre
- Report observations of individual children/
- Groups for program planning purposes
- If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups
- Assist with daily routines and give each child individual attention/comfort as required
- Implement early child-hood program under supervision
- Work in accordance with licensing requirements under the Act and ensure the health & safety of the children in care.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Where Prime Responsibility is a Fire Prevention Officer

*Not relevant to this level.

Requirements of the Job

- Developing knowledge of centre policy and practices
- No formal qualifications required at this level
- Certificate in community services (TAFE) or equivalent
- It is desirable that officers are studying for an appropriate certificate
- Sufficient knowledge and experience to perform duties at this level
- Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Progression

- Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children's Services Act shall commence at the 3rd increment of the range.

LEVEL 1**Activities/Functions**

- Perform a range of clearly defined routine activities of a support nature.

Complexity of Task/Level of Autonomy

- Practical application of basic skills and techniques
- Work outcomes are closely monitored, clearly defined and readily attainable
- Works under close direction with instruction and assistance being readily available
- Works under direct supervision.

Initiative and Judgement

- Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.

Problem Solving

- Solutions to problems found in established procedures.

Provision of Advice/Support Assistance/Time Management & Organisation Skills

- Responsible for the timeliness of own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.

Where Prime Responsibility Lies in a Technical Field

Experienced officers may have technical oversight of minor works activities and could include:-

- completion of field project according to instructions and established procedures
- trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.

Where the Prime Responsibility is in the Works Area

- Arrange a minor works activity within established methods as part of the training process.

Where Prime Responsibility is in Libraries

Undertake routine library duties:-

- routine shelving
- issues and returns.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.

Where the Prime Responsibility is in the Local animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and administrative support and could include:-

- straight forward operation of keyboard equipment
- basic word processing data input
- basic numeracy, written and verbal communication skills, relevant to the work area
- provision of routine information
- general reception and telephonist duties
- general stenographic duties.

Where Prime Responsibility is in Child Care

- Assist with the development, planning, implementation and evaluation of child care developmental programs and the co-ordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting
- Liaise with parents
- Under close direction
- Undertake work with individual children with particular needs
- Oversight and direction of Level 1A officers.

Where Prime Responsibility is in Environmental Services

- Enforce compliance with traffic by laws and regulations at an elementary level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- A developing knowledge of the section/department function and operation
- Basic knowledge of clerical/administrative practices and procedures relevant to the work area
- A developing knowledge of work practices and policies of the relevant work area
- Basic numeracy, keyboard, written and verbal communication skills relevant to the work area
- No formal qualifications required at this level
- At this level, employers are expected to offer substantial on-the-job training
- It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training

OR

- Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section
- Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Progression

- Completion of introduction to child care skills and accepted for the advanced certificate in child care.

LEVEL 2**Activities/Functions**

- Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.

Complexity of Task Level of Autonomy

- Application of acquired skills, knowledge and an under-standing of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project
- Work outcomes are monitored, clearly defined
- Works under regular direction with assistance being readily available
- Works under regular supervision
- Graduates receive instruction
- Community Services Graduates initially appointed to the top of this level work under direct supervision.

Initiative and Judgement

- Limited scope to exercise initiative and judgement within clearly established procedures and practices.

Problem Solving

- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.

Provision of Advice/Support/Assistance

- May assist lower classified officers concerning established practices and procedures.

Time Management & Organisational Skills

- Managing time, planning and organising own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- performing tasks of a sensitive nature including the provision of more than routine information
- understanding of clear but complex rules
- oversight and/or guidance of the work of a limited number of lower classified officers
- provision of assistance to lower classified officers concerning established procedures.

Where Prime Responsibility Lies in a Technical Field

Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:-

- application of established practices and procedures
- responsibility for a minor project.

Where the Prime Responsibility is in the Works Area

Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/projects) and could include:-

- supervision, planning and co-ordinating of the activities of officers and day-to-day operations.

Where Prime Responsibility is in Libraries

Provide para-professional support to qualified librarians:-

- in charge of a library outlet or function within the library
- oversee the work of unqualified library staff.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and/or administrative support and could include:-

- operating a computer, word processor and/or other business software and peripheral equipment
- utilising basic computing concepts and initiating corrective action at an elementary level
- utilising the functions of systems and be proficient in their use
- performing tasks of a sensitive nature
- provision of more than routine information
- operate a desktop publisher at a routine/basic level
- utilise basic skills in oral and written communication with clients and other members of the public
- receive and account for monies and assist clients/ratepayers.

Where Prime Responsibility is in Child Care

- Accept responsibility for groups of children under and/or over two years of age
- Co-ordinate activities of more than one group
- Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director
- Supervise lesser qualified workers
- Assist with administrative functions
- Supervise lesser qualified workers.

Where Prime Responsibility is in Environmental Services

- Inspectorial duties involving the enforcement of general by- laws/regulations, assist senior officers with special projects
- Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer
- (Trainee level).

Where the Prime Responsibility is in Community Services

- Operate a community service program at an elementary level.

Requirements of the Job

- Basic skills in oral and written communication with clients and other members of the public
- Knowledge of established work practices and procedures relevant to the work area
- Knowledge of policies and regulations relating to the work area
- Understanding of clear but complex rules
- Understanding of basic computing concepts
- Application of techniques relevant to the work area
- Developing knowledge of statutory requirements relevant to the work area
- No formal qualifications required

OR

- Entry point for three year degree/associate diploma/appropriate certificate without experience

OR

- Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required

OR

- Appropriate on-the-job training and relevant experience.

Progression

- Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate
- The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work
- Graduates will advance to the 1st increment of level 3 after twelve months' satisfactory service.

LEVEL 3**Activities/Functions**

Perform a range of activities/functions of a less clearly defined and routine nature, and could include:-

- operating within a specialised area
- operating as a member of a professional team.

Complexity of Task Level of Autonomy

- Application of procedures, methods and guidelines which are well established
- May set outcome/objectives for specific projects
- Works under general direction with assistance available from senior officers
- Works under general supervision
- Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.

Initiative and Judgement

- Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.

Problem Solving

- Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.

Provision of Advice/Support/Assistance

- Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.

Time Management & Organisational Skills Managing and planning own work and that of subordinate staff and could include:-

- plan and co-ordinate activities in the work area
- responsibility for various activities in a specialised area of the works program
- a function within the work area.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- establishing goals, objectives and outcomes for their own particular work program
- undertaking some complex operational work
- supervision
- dealing with formal disciplinary issues within the work area
- utilising a basic knowledge of the principles of human resource management
- assisting subordinate staff with on-the-job training.

Where Prime Responsibility Lies in a Technical Field

Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include:-

- reviewing work done by subordinate officers.

Where the Prime Responsibility is in the Works Area

Exercise responsibility for works and determine objectives for the functions under control, and could include:-

- a number of minor works within the total works program
- supervision of more than one component of the works program
- planning and co-ordination of minor works.

Where Prime Responsibility is in Libraries

Responsibilities could include:-

- in a small library, provide a range of library and information services or
- in a large library be predominantly involved in the provision of a particular library service/function or
- supervise the work of para-professional library staff or
- take charge of a small library branch.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Advise landholders/local authorities/government officers on:-

- eradication/control techniques and measures and provide information on obligations under the relevant legislation.

Where the Prime Responsibility is in a "Professional" Field

- Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:-

- Systems Administrator in small/medium sized council whose responsibility includes the security/integrity of the system
- operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems
- application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer
- provide a service utilising the full functions of a desk top publisher.

Where Prime Responsibility is in Child Care

Perform the duties of assistant director in child care centre

- Supervise qualified and unqualified workers, plan and co-ordinate training programs
- Develop, plan the educational and/or development programs for areas within the centre
- Supervise qualified/unqualified workers, plan and co-ordinate training programs.

Where Prime Responsibility is in Environmental Services

- Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/health) regulations, by-laws and policies including the presentation of materials for prosecution of offences
- Undertake minor development assessment duties and could include:-
 - administer the requirements of the planning Act
 - checking applications for compliance
- Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies
- Undertake basic health or building inspections.

Where the Prime Responsibility is in Community Services

Plan and co-ordinate elementary community based projects/programs, and could include:-

- performing moderately complex functions
- social planning, demographic analysis, survey design and analysis
- duties of a specialised nature
- a single program at a more complex level
- administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

Requirements of the Job

- Thorough knowledge of work activities performed within the work area
- Sound knowledge of procedural/operational methods of the work area
- May utilise professional or specialised knowledge
- Ability to apply computing concepts
- Working knowledge of statutory requirements relevant to the work area
- Entry level for four year degree in the relevant discipline

OR

- Entry level for three year degree plus graduate diploma in the relevant discipline

OR

- Associate diploma with experience

OR

- Three year degree plus 1 year professional experience in the relevant discipline

OR

- Appropriate certificate with relevant experience

OR

- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2
- Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work
- Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service
- Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.

LEVEL 4**Activities/Functions**

Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:-

- responsibility for a range of functions within a work area
- a substantial component of supervision.

Complexity of Task Level of Autonomy

- Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established
- Required to set specific performance outcomes and further develop work methods where general work procedure is not defined
- Work under general direction with assistance usually available.

Initiative and Judgement

- Exercise initiative and judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/
- Skills where procedures are not clearly defined.

Problem Solving

- Solution to moderately complex problems generally found in precedents, guidelines or instructions.

Provision of Advice/Support/Assistance

- Provide specialist expertise/advice in relevant discipline
- Contribute knowledge in establishing procedures in the appropriate work related field.

Time Management & Organisational Skills

- Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- duties of a specialised nature requiring the development of expertise over time or previous knowledge
- providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems
- a substantial component of supervision or provide specialist expertise
- supervision of various functions within a work area or projects
- supervision of contractors.

Where Prime Responsibility Lies in a Technical Field

Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:-

- utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.

Where the Prime Responsibility is in the Works Area

Assist senior officers with the establishment of work programs of a complex nature and could include:-

- supervision of various functions in a work area/projects/part of total works program
- responsibility for work groups or lead a team within a discipline related project or works program
- responsibility for completion of assignments/standard and quality of work/compliance with regulations, codes and specifications
- responsibility for part of works program budget.

Where Prime Responsibility is in Libraries

Carry out a variety of activities in the field of library services:-

- utilise initiative/judgement in the selection and application of established principles, techniques and methods.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Manage a recreation complex (aquatic or non aquatic).

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Plan, co-ordinate and implement the activities/policies of the local animal and plant control board and could include:-

- supervision of other staff.

Where the Prime Responsibility is in a "Professional" Field

Responsibilities could include:-

- lead a team within a discipline related project
- liaison with other professionals at a technical level
- discussing techniques, procedures and/or results with clients on straightforward matters.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:-

- identification of specific or desired performance outcomes
- application of computer programming knowledge and skills in systems development, maintenance and implementation
- undertake computer operations requiring technical expertise and experience.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 35 places and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-

- compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc.
- site inspection
- advise on general planning procedures/requirements and development/land division applications etc.

Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:-

- building or health applications including liaison with clients
- plans, permits, applications, etc.
- site inspection.

Where the Prime Responsibility is in Community Services

Assist senior officers with the planning and co-ordination of a community program of a complex nature.

Requirements of the Job

- Knowledge of statutory requirements relevant to work area
- Knowledge of section procedures, policies and activities
- Sound discipline knowledge gained through previous experience, training or education
- Knowledge of the role of departments within council and/or service functions
- Specialists require an understanding of the underlying principles in the relevant disciplines
- Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience

OR

- Associate diploma with relevant experience

OR

- Lesser formal qualifications with substantial years of relevant experience

OR

- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service.

LEVEL 5**Activities/Functions**

- Responsible for a range of functions within the section and/or department.

Complexity of Task Level of Autonomy

- Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined
- Required to set specific performance outcomes and further develop work methods
- Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.

Initiative and Judgement

- Exercise initiative and judgement where procedures not clearly defined.

Problem Solving

- Solution to problems generally found in documented techniques, precedents and guidelines.

Provision of Advice/Support/Assistance

- Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.

Time Management & Organisational Skills

- Plan and organise their own work and that of subordinate staff.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in establishing section/department programs and procedures
- responsibility for a moderately complex project
- a minor phase of a broader or more complex professional assignment
- specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer
- control of projects and/or programs
- assisting in the preparation/prepare department or section budgets
- supervision of section or in the case of small council, a department
- supervision of contractors
- setting priorities and monitor workflows in areas of responsibility
- establish the most appropriate operational methods for section/department
- setting outcomes for subordinate officers
- work may span more than one discipline.

Where Prime Responsibility Lies in a Technical Field

Responsibilities could include:-

- lead teams on moderately complex technical projects
- exercise significant initiative and judgement in the selection and application of established principles, techniques
- provide reports to management and recommendations on technical suitability of equipment/procedure/processes/results
- analysis/design for the development and maintenance of projects.

Where the Prime Responsibility is in the Works Area

Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:-

- operational responsibility for works programs
- exercising judgement and initiative where procedures not clearly defined
- establishing works programs in small councils.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

Plan co-ordinate and administer the activities/policies of local animal plant control boards and could include:-

- supervision of other staff
- preparation of the budgets.

Where the Prime Responsibility is in a "Professional" Field

Exercise professional responsibilities which could include:-

- supervision of the function
- tasks of a specialised detailed nature
- provide reports on progress of activities and provide recommendations
- carry out planning studies for particular projects including aspects of design
- utilise a high level of interpersonal skills in dealing with the public/other organisations
- exercise professional judgement within prescribed areas.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Responsibilities could include:-

- exercise responsibility for a specialised area of council
- provision of advice and assistance when non-standard procedures and processes are required
- understanding of all areas of computer operation
- undertake programming in specialist areas
- exercise responsibility for a specialised area of councils computing operation
- undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/displays.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 60 places, and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational and/or developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

- Undertake duties in the disciplines of building and health.

Where the Prime Responsibility is in Community Services

- Plan, develop and operate a community service program of a moderately complex nature.

Requirements of the Job

- Knowledge of departmental programs, policies and activities
- Sound discipline knowledge gained through experience
- Knowledge of the role of council's structure and service
- Relevant degree with relevant experience

OR

- Associate diploma with substantial experience

OR

- Qualifications in more than one discipline

OR

- Less formal qualifications with specialised skills sufficient to perform at this level

OR

- Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Progression

- Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.

LEVEL 6**Activities/Functions**

Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:-

- working independently as specialists or
- a senior member of a single discipline project team.

Complexity of Task Level of Autonomy

- Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.
- Sets outcomes for the work area of responsibility to achieve objectives of the department/council.
- Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.

Initiative and Judgement

- Responsibility for decision making in the particular work area, section/department/council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.

Problem Solving

- Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.

Provision of Advice/Support/Assistance

- Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.

Time Management & Organisational Skills

- Managing time is essential to achieve outcomes.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- significant projects and/or functions
- a range of duties within the work area, including problem definition, planning and the exercise of judgement
- management of significant projects and/or works programs and/or functions
- assisting with/prepare budgets
- control and co-ordination of a work area within budgetary constraints
- supervision/management responsibilities exercised within a multi-disciplinary, or major single function/operation or work area
- implementation of effective human resource management
- supervision of contractors
- managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation
- appreciation of the long term goals of council
- positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Where Prime Responsibility Lies in a Technical Field

Significant responsibilities for accomplishment of technical objectives, and could include:-

- duties which involve more than one discipline
- contribution to the development of new techniques and methodology
- provision of a consultancy service for a range of activities
- development of methodology and application of proven techniques in providing specialised technical services.

Where the Prime Responsibility is in the Works Area

Develop, supervise and implement significant works programs and/or a large outside workforce and/or contractors and could include:-

- review of operations to determine their effectiveness
- control and co-ordination of the works program within budgetary constraints.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Supervise/manage operation of a discrete element which is part of a larger office and could include:-

- control and co-ordination of projects in accordance with corporate goals
- providing a consultancy service to a wide range of clients
- complex professional problem solving
- supervision of technical staff (on occasions other professional staff in the discipline).

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to general responsibilities.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

Supervision/management responsibilities exercised within a multi-discipline.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation
 - Discipline knowledge gained through experience, training or education
 - Appreciation of the long term goals of the organisation
 - Detailed knowledge of program activities and work practices relevant to the work area
 - Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department
 - Comprehensive knowledge of statutory requirements relevant to the discipline
 - Degree with substantial experience
- OR
- Associate diploma with substantial experience
- OR
- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

*Not relevant to this level.

LEVEL 7**Activities/Functions**

Exercise managerial responsibility for various functions within the department and/or council and could include:-

- specialised functions
- operation as a specialist
- operation as a member of a specialised professional team.
- working independently.

Complexity of Task Level of Autonomy

- Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community
- Set outcomes for the work area/section/function
- Work under limited direction with guidance not always readily available within the organisation.

Initiative and Judgement

- Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.

Problem Solving

- Solution to complex problems involves the selection of methods and techniques based on sound judgement.

Provision of Advice/Support/Assistance

- Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.

Time Management & Organisational Skills

- Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- responsibility for a significant work area
- development of work practices and procedures for various projects
- development and implementation of significant operational procedures
- reviewing operations to determine effectiveness
- develop appropriate methodology and apply proven techniques in providing specialised services
- prepare budget submissions for senior officers and/or council
- management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes
- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed
- good understanding of the long term goals of council
- manage a works program or work area of council
- undertake the control and co-ordination of a section, department and/or significant work area.

Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

Where Prime Responsibility Lies in a Technical Field

Responsible for the control and co-ordination of projects in accordance with corporate goals.

Refer to general responsibilities.

Where the Prime Responsibility is in the Works Area

- Develop and implement significant works programs.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Refer to general responsibilities

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to general responsibilities

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Comprehensive knowledge of council policies and procedures
- Application of a high level of discipline knowledge
- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience

OR

- Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

- Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.

LEVEL 8**Activities/Functions**

Exercise managerial responsibility for a department/council's relevant activity, and could include:-

- functions across a range of administrative, specialist or operational areas
- operation as a senior specialist providing multi-functional advice to various departments or council.

Complexity of Task Level of Autonomy

- Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals
- Identification of current/future options and the development of strategies to achieve outcomes
- Work under broad direction and formulate, implement, monitor and evaluate projects/programs or control organisational elements
- Undertake duties of an innovative, novel or critical nature.

Initiative and Judgement

- Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

Problem Solving

- Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

Provision of Advice/Support/Assistance

Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:-

- a consultancy service
- specialist financial, technical, professional and/or administrative advice on policy including operational
- manage/administer complex policy.

Time Management & Organisational Skills

- Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in the initiation and formulation of extensive projects/
- programs which impact on council's goals and objectives
- undertaking work of significant scope and/or complexity
- extensive projects/
- programs in accordance with department/corporate goals
- development, implementation and evaluation of goals
- management of a work area of council at a higher level of ability
- management of service delivery
- management of a department/section or operate as a senior specialist
- application of a high level of analytical skills to attain and satisfy council objectives
- little or no professional direction
- authority to implement and initiate change in area of responsibility.

Positions at this level will demand responsibility for decision making within the constraints of corporate policy.

Where Prime Responsibility Lies in a Technical Field

Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:-

- technical support programs and subprograms within the framework of council's operating program
- consultancy service
- development/revision of methodology/techniques.

Where the Prime Responsibility is in the Works Area

Establish, control and organise on-going plans and programs for department/council and could include:-

- administering complex policy and works program matters.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Ensure the outcome of work of significant scope and/or complexity and could include:-

- assessment and review of standards and work of other professionals/external consultants
- initiate and formulate departmental/council programs
- implement council objectives within corporate goals
- develop and recommend ongoing plans and programs for department/council.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

- Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Detailed knowledge of council policy, programs and the procedures and practices
- High level of discipline knowledge
- Detailed knowledge of statutory requirements
- Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)

OR

- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties of the position.

Progression

*Not relevant to this level.

SCHEDULE 3 - SENIOR OFFICERS STREAMOPDATE 01:07:2020 1st pp on or after

The following minimum rates of pay will commence on and from the beginning of the first pay period commencing on or after 1 July 2020.

<i>Level/</i>	<i>Per annum</i> \$
Level 1	66,243 67,995 69,752
Level 2	71,505 73,258 75,011
Level 3	77,115 79,219 81,325
Level 4	83,490 86,225
Level 5	89,648 92,386
Level 6	95,806 98,546
Level 7	101,966 106,072
Level 8	111,546 117,023
Level 9	125,234
Level 10	138,919
Level 11	152,605
Level 12	166,294

SENIOR OFFICERS CLASSIFICATION CRITERIA

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

BAND 1**Function**

- Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations
- Provide detailed administrative support to a particular program, activity or function
- Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations.

Advice

- Provide expertise and/or policy advice, including technical/professional advice, across a range of programs or activities undertaken by the organisation
- Formulation of technical and/or policy advice on issues of significant importance to Council.

Skills, Knowledge/Experience

- Extensive experience in the field related to the operation of the work area
- Analytical and conceptual skills to resolve issues relevant to the work area
- Awareness of organisational operations as they relate to policy
- Detailed knowledge of financial program management techniques related to the work area
- Management skills and abilities necessary to undertake the allocation and monitoring of resources
- Sound human resource management skills.

Judgement

- Decisions taken or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located.

Authority and Accountability

- Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs
- Positions at this level may have independence of action within the constraints of Council objectives or corporate goals.

Organisation Relationships

- Manage a team/small department
- May be a specialist responsible for a major function which is of significant importance to Council
- Report to a more senior officer or the CEO.

BAND 2**Function**

- Manage a substantial work area at senior administrative or professional levels and would generally report to a more senior officer, but in some cases may report directly to the CEO
- Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas
- Contribute to the development and implementation of corporate strategies or policy initiatives.

Advice

- Provide significant specialist advice on departmental programs or functions
- Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field.

Skills, Knowledge/Experience

- Ability to implement financial/program management techniques relevant to the work area
- Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies
- Sound human resource management skills
- Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives.

Judgement

- Exercise independent judgement in the resolution of complex problems or issues relevant to the work area.

Authority and Accountability

- Officers at this level have the authority to determine methods and procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs
- May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of Council goals and objectives
- Accountable for the achievement of work area goals and objectives.

Organisational Relationships

- Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department
- Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area
- Report to a more senior officer or the CEO.

BAND 3**Function**

- Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department
- Contribute to the development of corporate goals and program objectives which are of strategic importance to Council
- Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies.

Advice

- Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole
- Provide authoritative "technical" or policy advice to Directors, CEO and/or Council.

Skills, Knowledge/Experience

- High level of management skills and abilities necessary to direct and monitor significant resources
- Liaison and communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation, with clients or other organisations, often to finality
- The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area
- Detailed knowledge in a range of different subject matters
- Thorough knowledge and experience in a complex management and/or professional field.

Judgement

- Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results
- Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans
- Decisions will impact on such things as program activities or function allocations or commitment of resources
- At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues.

Authority and Accountability

- Delegated authority to determine work plans and schedules to implement the goals and objectives of programs, within a department or in some instances across the organisation
- Influence aspects of program or policy issues which have strategic importance
- Responsibility and accountability for human, financial and technical resources under their control
- Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible
- Responsibility for developing policies.

Organisational Relationships

- In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO.
- Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior officer
- Direction over sub-ordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work area
- May report direct to the CEO.

BAND 4**Function**

- Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination and usually significant responsibilities for human, financial and technical resources
- Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities
- Determine and revise associated strategic plans and objectives
- Provide the primary and major source of knowledge and advice to CEO and/or Council on the Department's operation for which they have responsibility
- Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole.

Advice

- Provide advice critical to the operation of Council
- Provide expert policy and strategic advice to the CEO and/or Council
- Provide technical innovative and professional advice which would influence the work of a major function and/or the organisations operations.

Skills, Knowledge/Experience

- High levels of adaptability and flexibility
- Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches
- A high degree of originality and analytical and conceptual skills in the resolution of particularly complex "technical" or policy issues
- The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements.

Judgement

- Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations
- High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues
- Devise innovative solutions to complex policy or operational problems where guidelines are lacking.

Authority and Accountability

- Broad guidance on policy and strategic direction
- Major influence on problems or policy issues
- Authority to determine resource needs and allocate resources and direct accountability for their effective uses
- Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/efficiency of overall program.

Organisational Relationships

- Operate with high degree of independence in the execution and adaptation of workplans
- May exercise major delegated authority from Council or CEO.
- Will report direct to CEO.

SCHEDULE 4 - GLOSSARY OF TERMS

OPDATE 01:12:2006 on and from

ACTIVITY

Tasks performed within a function

BASIC

Fundamental, uncomplicated.

COMPLEX

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

CONTROL

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

CO-ORDINATE

Bring together all common activities to achieve an integrated outcome.

CRITICAL

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

DIRECTION

- **Close direction**
Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.
- **Regular direction**
Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officers work is subject to progress checking.
- **General direction**
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers, is subject to final checking and, only as required, progress checking.

- Limited direction
Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.
- Broad direction
Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

ENVIRONMENTAL HEALTH OFFICER

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

ESTABLISH

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

EXERCISE

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

EXPERIENCE

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

FUNCTION

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

GRADUATE

Degree holder.

GUIDANCE

Providing or receiving information on policies, procedures and practices.

IMPLEMENT

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

INITIATE

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

INNOVATIVE

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

INSTRUCTION

Imparted to another, directions given.

INTERPRET

To clarify or explain, translate.

JUDGEMENT

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

KNOWLEDGE

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

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

MAINTAIN

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

MANAGE

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

MANAGEMENT

The technique or practice of managing or controlling.

MONITOR

Check on a regular basis.

NEGOTIATE

To confer with others with a view to reaching agreement.

NOVEL

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

OPERATION

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

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

OVERSIGHT

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

PRACTICE

Regular or systematic action, method.

PROCESS

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

PROFESSIONAL

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

PROGRAM

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

PROJECT

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

RESPONSIBLE

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

REVIEW

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

ROUTINE

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

SIGNIFICANT

Noteworthy, of considerable amount of effect or importance.

SUPERVISION

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

- Direct supervision

To control the progress, quality, quantity of.

- Regular supervision

Systematic.

- General supervision

Ongoing, not going into detail.

SUBSTANTIAL

Ample or considerable amount.

SUPPORT

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

TECHNICAL OVERSIGHT

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

TRAINEE - LEVEL 2

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

UNDERLYING

Fundamental, to form the basis or foundation.

SCHEDULE 5 – TRAINING WAGE ARRANGEMENTS

OPDATE 01:07:2020 1st pp on or after

CLAUSE S5.1 TITLE

This Schedule shall be known as the South Australian Municipal Salaried Officers Award Training Wage Arrangements Schedule.

CLAUSE S5.2 ARRANGEMENT

Clause No. Title

S5.1	Title
S5.2	Arrangement
S5.3	Application
S5.4	Period of operation
S5.5	Definitions
S5.6	Training conditions
S5.7	Employment conditions
S5.8	Wages
S5.9	Disputes settling procedures
S5.10	Dispute settlement over traineeship schemes
S5.11	Part-time traineeships
Sect. A	Allocation of Traineeships to Wage Levels
Sect. B	Traineeship Schemes excluded from this Award

CLAUSE S5.3 APPLICATION

S5.3.1 This Schedule shall apply to persons:

- (a) who are undertaking a **traineeship** (as defined); and
- (b) whose employment is, or otherwise would be, covered by the Award.

S5.3.2 This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.

This Schedule only applies to AQF IV **traineeships** when the AQF III **traineeship** in the **training package** is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S5.3.2.

S5.3.3 At the conclusion of the **traineeship**, this Schedule ceases to apply to the employment of the **trainee** and the Award shall apply to the former **trainee**.

S5.3.4 Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Award.

CLAUSE S5.4 OPERATION

This Schedule shall operate from the beginning of the first pay period commencing on or after 1 July 2020.

CLAUSE S5.5 DEFINITIONS

- S5.5.1 **Act** means the *Training and Skills Development Act 2008* or any successor legislation.
- S5.5.2 **Adult trainee** means for the purpose of this Schedule a **trainee** who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S5.5.3 **Approved training** means that training which is specified in the **Training Plan**, which is part of the **Training Agreement**, which is registered with the **T&SC**. It includes training undertaken both on and off-the-job in a **traineeship** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a national **training package** or a **traineeship scheme** and leads to a qualification under the Australian Qualification Framework.
- S5.5.4 **T&SC** means the Training and Skills Commission under the **Act**.
- S5.5.5 **Award** means the South Australian Municipal Salaried Officers Award.
- S5.5.6 **Commission** means the Industrial Relations Commission of South Australia.
- S5.5.7 **Trainee** is an individual who is a signatory to a **Training Agreement** registered with the **T&SC** and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the **traineeship** is directed.
- S5.5.8 **Traineeship** means a system of training which has been approved by the **T&SC**, which meets the requirements of a national **training package** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that national **training Package**, and includes full-time **traineeships** and part-time **traineeships** including school-based **traineeships**.
- S5.5.9 **Training Agreement** means a Contract of Training for a **traineeship** made between the employer and a **trainee**, which is registered with the **T&SC**.
- S5.5.10 **Training package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S5.5.11 **Training Plan** means a programme of training which forms part of a **Training Agreement** registered with the **T&SC**.
- S5.5.12 **Traineeship Scheme** means an approved **traineeship** applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the **T&SC**.
- S5.5.13 **Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

CLAUSE S5.6 TRAINING CONDITIONS

- S5.6.1 The **trainee** shall attend an **approved training** course or training program prescribed in the **Training Agreement** or as notified to the trainee by the **T&SC** in accredited and relevant **training schemes**.
- S5.6.2 Employment as a **trainee** under this Schedule shall not commence until the relevant **Training Agreement**, made in accordance with a **training scheme**, has been signed by the employer and the **trainee** and lodged for registration with the **T&SC**, provided that if the **Training Agreement** is not in a standard format, employment as a **trainee** shall not commence until the **Training Agreement** has been registered with the **T&SC**. The employer shall ensure that the **trainee** is permitted to attend the training course or program provided for in the **Training Agreement** and shall ensure that the **trainee** receives the appropriate on-the-job training.
- S5.6.3 The employer shall provide a level of supervision in accordance with the **Traineeship Agreement** during the **traineeship** period.
- S5.6.4 The provisions of the **Act** dealing with the monitoring by officers of the **T&SC** and the use of training records or work books as part of this monitoring process shall apply to **traineeships** under this Schedule.

CLAUSE S5.7 EMPLOYMENT CONDITIONS

- S5.7.1 A full-time **trainee** shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV **traineeships** which may extend up to two years full-time, provided that a **trainee** shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the **T&SC**, the Employer and the **trainee** may vary the duration of the **traineeship** and the extent of **approved training** provided that any agreement to vary is in accordance with the relevant **traineeship scheme**. A part-time **trainee** shall be engaged in accordance with the provisions of Clause S5.11 Part-Time Traineeships, of this Schedule.
- S5.7.2 Where the **trainee** completes the qualification in the **Training Agreement** earlier than the time specified in the **Training Agreement**, then the **traineeship** may be concluded by mutual agreement.
- S5.7.3 Termination of employment of **trainees** is dealt with in the **Training Agreement**, or the **Act**. An employer initiating such action shall give written notice to the **trainee** at the time the action is commenced and to the **T&SC** in accordance with the **Act**.
- S5.7.4 The **trainee** shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the **approved training**.
- S5.7.5 Where the employment of a **trainee** by the employer is continued after the completion of the **traineeship** period, such **traineeship** period shall be counted as service for the purposes of the Award or any other legislative entitlements.
- S5.7.6 **Trainees working overtime**
- S5.7.6.1 Reasonable overtime may be worked by the **trainee** provided that it does not affect the successful completion of the **approved training**.

S5.7.6.2 No **trainee** shall work overtime or shiftwork on their own unless consistent with the provisions of the Award.

S5.7.6.3 No **trainee** shall work shiftwork unless the shiftwork makes satisfactory provision for **approved training**. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork **trainees**.

S5.7.6.4 The **trainee** wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Award, unless the Award makes specific provision for a **trainee** to be paid at a higher rate, or the employer and **trainee** agree in writing that a **trainee** will be paid at a higher rate, in which case the higher rate shall apply.

S5.7.7 All other terms and conditions of the Award that are applicable to the **trainee** or would be applicable to the **trainee** but for this Schedule shall apply unless specifically varied by this Schedule.

S5.7.8 A **trainee** who fails to either complete the **traineeship**, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the **traineeship**, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Award.

Note: It is not intended that existing employees shall be displaced from employment by **trainees**.

CLAUSE S5.8 WAGES

S5.8.1 The weekly wage payable to full-time **trainees** shall be provided in S5.8.4, S5.8.5 and S5.8.6 of this Schedule and in accordance with Clause S5.7 Employment Conditions.

S5.8.2 These wage rates will only apply to **trainees** while they are undertaking an **approved traineeship**, which includes **approved training** as defined in this Schedule.

S5.8.3 The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

S5.8.4 Wage Level A

Where the **Accredited training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	272.00 (50%)	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	456.00
Plus 1 year out of school	380.00	456.00	527.00
Plus 2 years out of school	456.00	527.00	616.00
Plus 3 years out of school	527.00	616.00	704.00
Plus 4 years out of school	616.00	704.00	
Plus 5 or more years	704.00		

S5.8.5 Wage Level B

Where the **Accredited training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%) 315.00 (33%) 346.00	339.00 (33%) 380.00 (25%) 380.00	440.00
Plus 1 year out of school	380.00	440.00	508.00
Plus 2 years out of school	440.00	508.00	593.00
Plus 3 years out of school	508.00	593.00	677.00
Plus 4 years out of school	593.00	677.00	
Plus 5 or more years	677.00		

S5.8.6 Wage Level C

Where the **Accredited training** course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%) 315.00 (33%) 346.00	339.00 (33%) 380.00 (25%) 380.00	440.00
Plus 1 year out of school	380.00	440.00	496.00
Plus 2 years out of school	440.00	496.00	555.00
Plus 3 years out of school	496.00	555.00	618.00
Plus 4 years out of school	555.00	618.00	
Plus 5 or more years	618.00		

S5.8.7 School Based Traineeships

	<i>Year of Schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
School based Traineeships in Wage Levels A, B and C	346.00	380.00

*Figures in brackets indicate the average proportion of time spent in *approved training* to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

S5.8.8 Wage rates for Certificate IV Traineeships

S5.8.8.1 **Trainees** undertaking an AQF IV **traineeship** shall receive the relevant weekly wage rate for AQF III **trainees** at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.

S5.8.8.2 An **Adult trainee** who is undertaking a **traineeship** for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of Traineeship</i>	<i>Second year of Traineeship</i>
	\$	\$
Wage Level A	732.00	760.00
Wage Level B	703.00	731.00
Wage Level C	641.00	664.00

S5.8.9 Where a person was employed by the employer under the Award immediately prior to becoming an **Adult trainee** with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a **trainee**.

S5.8.10 Where a **traineeship** is converted from an AQF II to an AQF III **traineeship**, or from an AQF III to an AQF IV **traineeship**, the **trainee** shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

S5.8.11 Section A sets out the Wage Level of a **traineeship**.

S5.8.12 For the purposes of this provision, **out of school** shall refer only to periods out of school beyond **Year 10**, and shall be deemed to:

S5.8.12.1 Include any period of schooling beyond **Year 10**, which was not part of nor contributed to a completed year of schooling;

S5.8.12.2 Include any period during which a **trainee** repeats in whole or part of a year of schooling beyond **Year 10**;

S5.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and

S5.8.12.4 Have effect on an anniversary date being January 1 in each year.

S5.8.13 Despite any other clause in this Schedule, **trainees** may not be employed under this Schedule under the **traineeship schemes** and in the areas of employment listed in Section B.

CLAUSE S5.9 DISPUTE SETTLING PROCEDURES

For matters not dealt with in accordance with the **Act**, the procedures to avoid industrial disputation contained in the Award will apply to **trainees**.

CLAUSE S5.10 DISPUTE SETTLEMENT OVER TRAINEESHIP SCHEMES

S5.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular **traineeship scheme** despite the allocation of the scheme to a Wage Level by Section A.

S5.10.2 The party shall:

S5.10.2.1 Notify the relevant parties of an intention to dispute the particular **traineeship scheme**, identifying the scheme.

S5.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.

S5.10.2.3 If agreement cannot be reached the matter may be referred to the **Commission** for conciliation.

S5.10.2.4 If agreement is not reached during conciliation then an application may be made to include the **traineeship** scheme in Section B.

CLAUSE S5.11 PART-TIME TRAINEESHIPS

S5.11.1 This clause shall apply to **trainees** who undertake a **traineeship** on a part-time basis by working less than full-time hours and by undertaking the **approved training** at the same or lesser training time than a full-time **trainee**.

S5.11.1.1 A part-time **trainee** (other than a school-based **trainee**) will be engaged to work for no less than a minimum average of 20 hours per week.

S5.11.1.2 A part-time school-based **trainee** may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Award provided that the **trainee** remains enrolled in compulsory education.

S5.11.2 Wages

S5.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in **approved training**. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

	<i>Highest year of schooling completed</i>		
<i>Wage Level A</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.99
Plus 1 year out of school	12.48	14.99	17.35
Plus 2 years out of school	14.99	17.35	20.23
Plus 3 years out of school	17.35	20.23	23.16
Plus 4 years out of school	20.23	23.16	
Plus 5 or more years	23.16		
<i>Wage Level B</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year out of school	12.48	14.45	16.70
Plus 2 years out of school	14.45	16.70	19.52
Plus 3 years out of school	16.70	19.52	22.27
Plus 4 years out of school	19.52	22.27	
Plus 5 or more years	22.27		
<i>Wage Level C</i>	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year out of school	12.48	14.45	16.31
Plus 2 years out of school	14.45	16.31	18.23
Plus 3 years out of school	16.31	18.23	20.31
Plus 4 years out of school	18.23	20.31	
Plus 5 or more years	20.31		

Table 2: School based Traineeships (\$ per hour)

	<i>Year of schooling</i>	
	<i>Year 11</i>	<i>Year 12</i>
	\$	\$
Wage Levels A, B and C	11.39	12.48
20% loading [S5.11.6.2]	13.67	14.98

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV **traineeship** shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult **trainee** (as defined) who is undertaking a part-time **traineeship** for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

<i>Wage Level</i>	<i>First year of traineeship</i>	<i>Second year of traineeship</i>
	\$	\$
Wage Level A	24.05	24.96
Wage Level B	23.13	24.00
Wage Level C	21.08	21.90

S5.11.3 The hours for which payment shall be made are determined as follows:

- S5.11.3.1 Where the **approved training** for a **traineeship** (including a school based **traineeship**) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time trainee on-the-job.
- S5.11.3.2 Where the **approved training** is undertaken solely on-the-job and the average proportion of time to be spent in **approved training** is 20% (i.e. the same as for the equivalent full-time **traineeship**), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
- S5.11.3.3 Where the **approved training** is partly on-the-job and partly off-the-job and the average proportion of time to be spent in **approved training** is 20% (ie the same as for the equivalent full-time **traineeship**), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: As noted in clause S5.8, 20 per cent is the average proportion of time spent in **approved training**, which has been taken into account in setting the wage rates for most full-time **traineeships**.

- S5.11.3.4 Where a person was employed part-time by an employer under this Award immediately prior to becoming a part-time **adult trainee** with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a **trainee**.

S5.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

S5.11.4 General formula

S5.11.4.1 For **traineeships** not covered by S5.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the **traineeship**, which may also be varied on the basis of the following formula:

$$\frac{\text{Full-time wage rate} \times \text{Trainee hours - average weekly training time}}{30.4^*}$$

* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time **trainees** (ie 20%). A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) **Full-time wage rate** means the appropriate rate as set out in S5.8.4, S5.8.5, S5.8.6 and S5.8.7 of this Schedule.
- (b) **Trainee hours** shall be the hours worked per week including the time spent in **approved training**.
- (c) **Average weekly training time** is based upon the length of the **traineeship** specified in the **traineeship Agreement** or **Training Agreement** as follows:

$$\frac{7.6 \times 12}{\text{Length of the } \textbf{traineeship} \text{ in months}}$$

Note 1: 7.6 in the above formula represents the **average weekly training time** for a full-time **trainee** whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the **Training Agreement** will require a **trainee** to be employed for sufficient hours to complete all requirements of the **traineeship**, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

S5.11.5 Example of the calculation for the wage rate for a part-time traineeship

A school student commences a **traineeship** in year 11. The ordinary hours of work in the Award are 38. The **Training Agreement** specifies two years (24 months) as the length of the **traineeship**.

Average weekly training time is therefore $7.6 \times 12/24 = 3.8$ hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job **approved training** at school and at TAFE.

So the wage rate in year 11 is:

$$\$346 \times \frac{15 - 3.8}{30.4} = \$127.47 \text{ (plus any applicable penalty rates under the Award)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if **trainee hours** changes.

S5.11.6 Employment conditions for all part-time trainees

S5.11.6.1 A part-time **trainee** shall receive, on a pro-rata basis, all employment conditions applicable to a full-time **trainee**. All the provisions of the Award shall apply to part-time **trainees** except as specified in this Schedule.

S5.11.6.2 However, a **trainee** undertaking a school based **traineeship** may, with the agreement of the **trainee**, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a **trainee** is called upon to work on a public holiday the provisions of the Award shall apply.

S5.11.6.3 A part-time **trainee** may, by agreement, transfer from a part-time to a full-time **traineeship** position should one become available.

S5.11.6.4 The minimum engagement periods specified in the Award shall also be applicable to part-time **trainees**.

SECTION A

Allocation of Traineeships to Wage Levels

Part A, New Training Package Titles

Wage Levels that apply to Certificates under Training Packages

Wage Level A

(This Award does not apply to these traineeships where another Award already provides for the traineeship.)

<i>Training package</i>	<i>Certificate level</i>
Administration	I
	II
	III
Assessment and Workplace Training	III
Business Services	I
	II
	III
Community Services	II
	III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III

<i>Training package</i>	<i>Certificate level</i>
Hospitality Industry	III
Information Technology	II
	III
Local Government (Environmental Health & Regulation)	II
	III
Local Government (Governance & Administration)	I
	II
	III
Local Government (Government)	II
	III
Museum and Library/Information Services	II
	III
National Public Services	II
	III
Public Services	II
	III
Retail	III

Wage Level B

(This Award does not apply to these traineeships where another Award already provides for the traineeship.)

<i>Training package</i>	<i>Certificate level</i>
Asset Maintenance	II
	III
Asset Security	I
	II
	III
Hospitality Industry	I
	II
National Community Recreation Industry	II
	III
National Fitness Industry	II
	III
National Outdoor Recreation Industry	II
	III
National Sport Industry	I
	II
	III
Public Safety	II
Printing and Graphic Arts	II
Retail	II

Wage Level C

(This Award does not apply to these traineeships where another Award already provides for the traineeship.)

<i>Training package</i>	<i>Certificate level</i>
Agriculture	I
	II
	III
Horticulture	I
	II
	III

Part B, Old Traineeships Titles and Wage Levels**Wage Level A**

Arts Administration
 AVTS AIEW, (ATSI Education Worker) Traineeship Pilot Project
 Basic Horticulture
 Basic Horticulture - Local Government (Tas)
 Certificate III in Care Support Services (Personal Assistant)
 Certificate III in Care Support Services (Nursing Assistant)
 Certificate III in Office Administration
 Certificate III in Retail Operations
 Child Care Worker
 Child Care (NSW)
 Child Care (Qld)
 Child Care (Tas)
 Child Care - Local Govt
 Clerical Processing (Health Practice)
 Communications - Customer Support Streams: Telemarketing; Communications Operator
 Disability
 Education Industry Traineeships - all streams
 Health Ancillary Worker, Dental Assistant (Public Sector Only)
 Health Industry Office Skills
 Health Office Skills
 Home & Community Care
 Integration Aide Stream
 Language & Literacy Assistant Stream
 Library Aide (Education)
 Library Assistant
 Library Assistant Stream
 Literacy Support (Education)
 Local Government Maintenance & Construction (Tas)
 Marketing & Management (Cultural Industries)
 Media Journalism
 Medical Office Skills
 Medical Receptionist
 Nursing - Division 2 (Enrolled Nurse)
 Office Support Stream
 Patient Services Assistant (Public Sector Only)
 Personal Carer
 Residential Aged Care
 State Public Sector Clerical (All States)
 Youth Worker

Wage Level B

Community Pharmacy (Operations) - Cert I in Retail
Community Pharmacy (Operations) - Cert II in Retail
Community Pharmacy (Operations - Marketing) - Cert III in Retail
Community Pharmacy (Operations - Supervision) - Cert III in Retail
Essential Services Operator
Fitness Instruction
Live Theatre (Technical) (APACA)
Local Government Child Care
Retail Operations Certificate 2
Sales/Marketing
Support Worker

Wage Level C

Community Radio
Community Radio Broadcasting Certificate 2
Land Conservation & Restoration
Personal Carer - Assistant in Nursing/Personal Care worker
Wardsperson

SECTION B

Traineeship schemes excluded from this Award

Nil

SCHEDULE 6 – SUPPORTED WAGE PROVISIONS

OPDATE 01:07:2020 1st pp on or after

CLAUSE S6.1 DEFINITIONS

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

- S6.1.1 **Supported Wage System** means the Commonwealth Government System to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- S6.1.2 **Accredited assessor** means a person accredited by the management unit established by the Commonwealth under the *Supported Wage System* to perform assessments of an individual's productive capacity within the *Supported Wage System*.
- S6.1.3 **Disability Support Pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- S6.1.4 **Assessment instrument** means the form provided for under the *Supported Wage System* that records the assessment of the productive capacity of the person to be employed under the **Supported Wage System**.

CLAUSE S6.2 ELIGIBILITY CRITERIA

- S6.2.1 Employees covered by this Schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Award, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a **Disability Support Pension**.
- S6.2.2 This Schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment.
- S6.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a **Disability Support Pension** in accordance with the requirements of the *Disabilities Service Act 1986* and the Standards contained therein, as amended from time to time.

CLAUSE S6.3 SUPPORTED WAGE RATES

- S6.3.1 Employees to whom this Schedule applies will be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

<i>Assessed capacity (clause S6.4)</i>	<i>% of prescribed Award rates</i>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

S6.3.2 Provided that the minimum amount payable will not be less than \$91.10 per week.

S6.3.3 Where a person's assessed capacity is 10% they will receive a high degree of assistance and support.

CLAUSE S6.4 ASSESSMENT OF CAPACITY

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

- (a) the employer and a Union party to the Award, in consultation with the employee or, if desired by any of these;
- (b) the employer and an **accredited assessor** acceptable to the employee and the employee's advisers and to the employer.

CLAUSE S6.5 LODGEMENT OF ASSESSMENT INSTRUMENT

S6.5.1 All **assessment instruments** under the conditions of this Schedule, including the appropriate percentage of the Award wage to be paid to the employee, will be lodged by the employer with the Registrar of SAET.

S6.5.2 All **assessment instruments** will be agreed and signed by the parties to the assessment, provided that where a Union which is party to the Award, is not a party to the assessment, it will be referred by the Registrar to the Union and will take effect unless an objection is notified to the Registrar within 10 working days.

CLAUSE S6.6 REVIEW OF ASSESSMENT

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

CLAUSE S6.7 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

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

CLAUSE S6.8 WORKPLACE ADJUSTMENT

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

CLAUSE S6.9 TRIAL PERIOD

- S6.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
- S6.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
- S6.9.3 The minimum amount payable to the employee during the trial period will not be less than \$91.10 per week.
- S6.9.4 Work trials should include induction or training, as appropriate, to the job being trialled.
- S6.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment must be entered into based on the outcome of assessment under clause S6.4.

APPLICATIONS FILED

<i>Case No</i>	<i>Description</i>
04137/2006	NEW AWARD New award. Oupdate 01/12/2006.
02288/2007	AWARD VARIATION Award varied. Sch. 6 Supported Wage Provisions re Minimum Standard for Remuneration. Oupdate ppc 02/03/2007.
06492/2007	AWARD VARIATION Award varied. Cl. 4.4 Allowances, Cl. 7.3 Council Elections re expense related allowances. Oupdate ppc 20/12/2007.
06509/2007	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; New Cl. 4.6 economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2007. Oupdate ppc 01/12/2007.
05724/2008	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2008. Oupdate ppc 01/10/2008.
07184/2008	AWARD VARIATION Award varied. Cl. 4.4 Allowances, Cl. 7.3 Council Elections re expense related allowances. Oupdate ppc 20/12/2008.
05783/2009	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2009. Oupdate ppc 01/10/2009.
07195/2009	AWARD VARIATION Award varied. Cl. 4.4 Allowances, Cl. 7.3 Council Elections re expense related allowances. Oupdate ppc 20/12/2009.
04644/2010	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2010. Oupdate ppc 01/10/2010.
05528/2010	AWARD VARIATION Award varied. Cl. 4.4 Allowances, Cl. 7.3 Council Elections re expense related allowances. Oupdate ppc 20/12/2010.
04455/2011	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2011. Oupdate ppc 01/10/2011.

<i>Case No</i>	<i>Description</i>
5909/2011	AWARD VARIATION Award varied. Cl. 3.1 Employment Categories re Casual Loading Case. Updates ppc 01/01/2012, 01/07/2012, 01/07/2013, 01/07/2014.
1863/2012	AFD Appln withdrawn re Board of Reference to determine correct classification.
2472/2012	AWARD VARIATION Award varied. Cl. 4.4 Allowances, Cl. 7.3 Council Elections re expense related allowances. Update ppc 01/07/2012.
2815/2012	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage Arrangements; Sch. 6 Supported Wage Provisions re SWC 2012. Update ppc 01/07/2012.
3193/2013	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2013. Update ppc 01/07/2013.
4223/2014	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2014. Update ppc 01/07/2014.
6633/2015	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2015. Update ppc 01/07/2015.
3211/2016	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2016. Update ppc 01/07/2016.
3341/2017	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2017. Update ppc 01/07/2017.
4385/2018	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2018. Update ppc 01/07/2018.

<i>Case No</i>	<i>Description</i>
ET-19-01422	AWARD VARIATION Award varied. Cl. 4.4 Allowances; Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2019. Oupdate ppc 01/07/2019.
00495/2019	S99 – REVIEW OF AWARDS Award varied. Cl. 1.2 Arrangement; Cl. 1.4 Definitions; Cl. 1.6 Scope and Parties Bound; new Cl. 2.6 Right of Entry; Cl. 5.1 Ordinary Hours of Work; Cl. 6.5 Parental Leave; new Cl. 6.10 Leave to deal with Family and Domestic Violence; Cl 7.4 Superannuation. Oupdate 06/11/2019.
ET-21-00552	AWARD VARIATION Award varied. Cl. 4.5 Safety Net Adjustments; Cl. 4.6 Economic Incapacity Applications; Sch. 2 General Officers; Sch. 3 Senior Officers Stream; Sch. 5 Training Wage; Sch. 6 Supported Wage re SWC 2020 (wages). Oupdate ppc 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Cl. 4.4 Allowances re SWC 2020 (allowances). Oupdate ppc 01/07/2020.