

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number	ET-21-02545
Applicant	Tyler Hutton, Amalgamated AWU (SA) State Union, District Council of Tumby Bay, Bernard Anesbury

Orders - Approval of Enterprise Agreement

The District Council of Tumby Bay Outdoor Enterprise Agreement 2021-2024

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

This Agreement shall come into force on and from 1 July 2021 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, reading 'P J McMahon'.

Commissioner McMahon

29 Jul 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



The District Council of Tumby Bay

Outdoor Enterprise Agreement 2021 – 2024

1.	Title	2
2.	Parties Bound	2
3.	Date and Period of Operation	2
4.	Definitions	2
5.	Relationship to the Existing Award	3
6.	Employment Security	3
7.	Dispute Settlement Procedure	5
8.	Ordinary Hours Of Work	6
9.	Meal Breaks	6
10.	Higher Duties / mixed functions	7
11.	Allowances	7
12.	Casual Employees	7
13.	Part Time Employees	8
14.	Insurance	8
15.	Termination of employment	8
16.	Time Off In Lieu Of Overtime (TOIL)	8
17.	Overtime	8
18.	Public Holidays	9
19.	Excess Travel Time	9
20.	CWMS Availability Allowance	9
21.	Call-Outs	9
22.	Superannuation	9
23.	Annual Leave	10
24.	Productivity Days	10
25.	Bereavement Leave	11
26.	Long Service Leave	11
27.	Parental Leave	11
28.	Employer-Funded Paid Parental Leave	11
29.	Personal & Carer's Leave	121
30.	Classification Criteria	12
31.	Salary Adjustment	132
32.	Signatories	13
	APPENDIX A RATES OF PAY	14
	APPENDIX B CLASSIFICATION CRITERIA	15
	APPENDIX C CWMS AVAILABILITY ALLOWANCE	215

1. **TITLE**

This Agreement shall be known as the District Council of Tumby Bay Outdoor Enterprise Agreement, 2021 – 2024.

2. **PARTIES BOUND**

2.1 This Agreement shall be binding on the following parties:

2.1.1 the Council in respect of its Employees who are employed pursuant to the Award;

2.1.2 the Australian Workers Union (AWU) in respect of its members employed by the Council.

2.2 This Agreement is not binding on the following:

2.2.1 The Council's Chief Executive Officer;

2.2.2 Executive; and

2.2.1 Managers who have negotiated individual salary package arrangements remunerated at or above the equivalent of Level 9 of this agreement.

3. **DATE AND PERIOD OF OPERATION**

3.1 This Agreement shall operate on and from 01 July 2021 and shall remain in force for a period of 3 years. The nominal expiry date will be 30 June 2024.

3.2 The Parties agree that within three (3) months of the expiry of this Agreement, they will convene to negotiate a new Agreement.

4. **DEFINITIONS**

For the purposes of this Agreement:

4.1 **Act** shall mean the *Fair Work Act 1994* (SA) as amended.

4.2 **Agreement** means this enterprise agreement – The District Council of Tumby Bay Outdoor Enterprise Agreement, 2021 – 2024.

4.3 **Award** shall mean the Local Government Employees Award.

4.4 **Council** shall mean the District Council of Tumby Bay. It shall also mean 'Employer' or 'Employer'.

4.5 **Employee** shall mean an Employee who is covered by this Agreement.

- 4.6 **Executive** shall mean the Chief Executive Officer and Employees that are representative of the Executive Management Team.
- 4.7 **Executive Management Team** shall mean the Chief Executive Officer and Managers of a department / division.
- 4.8 **Immediate Family** shall mean:
- 4.8.1 a partner (including spouse, de facto or domestic partner including same sex partner or former partner) of the Employee;
 - 4.8.2 a child or an adult child (including an adopted child or a step child).
 - 4.8.3 a parent, grandparent, grandchild, sibling of the Employee or partner of the Employee.
- 4.9 **Leader** shall mean but not be limited to the roles of Director, Associate Director, Manager or Team Leader.
- 4.10 **Level** shall mean the classification Level under the salary structure contained in Appendix B of this Agreement.
- 4.11 **Ordinary Span of Hours** means the span of hours in Clause 8.1 of this Agreement.
- 4.12 **Ordinary Rate of Pay** for the purpose of leave, shall mean the salary an Employee is entitled to, based on the number of normal weekly hours they work, calculated at their ordinary hourly rate (exclusive of any loadings, penalty or overtime rates), in accordance with Appendix A.
- 4.13 **SAET** shall mean the South Australian Employment Tribunal as established by the Act.
- 4.14 **Union** shall mean the Australian Workers Union or 'AWU'.

5. **RELATIONSHIP TO THE EXISTING AWARD**

This Agreement shall be read in conjunction with Local Government Employees Award or its successor. Should there be any inconsistencies between the Agreement and the Award, the provisions in the Agreement will apply.

6. **EMPLOYMENT SECURITY**

- 6.1 The Council recognises that Employees are its most important resource in the provision of services to the community. The Council recognises the commitment and loyalty of its Employees and is committed to providing stable, long term, secure employment for its Employees and commits to no forced redundancies for the life of this Agreement.
- 6.2 In the event of organisational change, the Council will consult with the relevant Employees and their representatives. Consultation will include verbal and written communication before a definite decision is made regarding the effect of the change and the likely impact of that change on the Employees employment.
- 6.3 Where organisational change results in positions no longer being required, the Council will manage those circumstances in accordance with the following:
- 6.3.1 Natural attrition;

- 6.3.2 Redeployment to a position of the same classification level;
- 6.3.3 Redeployment to a position of lower classification with income maintenance;
 or
- 6.3.4 Voluntary Separation Package (VSP).

6.4 Redeployment

- 6.4.1 The Council will redeploy Employees whose positions have become redundant according to operational needs, to carry out such duties as are within the limits of the Employee's skills, competence, training and position classification.
- 6.4.2 Where an Employee is redeployed to such a position that is available or exists and to a position carrying a lower classification, their pre-transfer salary will be frozen until the salary of the new classification level equals the Employee's pre-redeployment classification level which may include other Employee benefits attached to the former position.
- 6.4.3 If the Council is unable to identify a suitable position for an Employee to be redeployed to, or if no position is available or exists (whether at the Employee's current classification or a lower classification), then the Council will notify the Employee and offer the Employee a VSP.
- 6.4.4 An Employee shall be given at least two (2) weeks to consider a redeployment position or VSP before accepting.
- 6.4.5 If the Employee decides to commence redeployment, the Employee has four (4) weeks to trial the redeployed position and then, if the Employee chooses within that period, they can request a VSP.

6.5 Voluntary Separation Packages

- 6.5.1 While the preferred method of responding to a need to reduce Employee numbers is through redeployment, the parties recognise that, on occasion, management and Employees may agree to a VSP.
- 6.5.2 Where an Employee is offered a VSP, the terms of the redundancy will be:
 - (a) One (1) weeks' notice of termination per completed year of service to a maximum of four (4) weeks or payment (total average weekly wage) in lieu thereof; and
 - (b) One (1) weeks' of total average weekly wage as severance payment for each completed year of service with the Council to a maximum of 12 weeks.
 - (c) For Employees over 45 years of age an additional four (4) weeks' severance pay
- 6.5.3 The total amount of notice of termination or payment in lieu and severance payment should not exceed 20 weeks.

7. DISPUTE SETTLEMENT PROCEDURE

- 7.1 The parties agree that disputes in relation to preventing and settling industrial disputes between the Employer and the Employees bound by this Agreement may be brought pursuant to this clause.

Stage 1

- 7.2 In the first instance, an Employee and their relevant supervisor should seek to resolve the dispute at the workplace level.

Stage 2

- 7.3 If the dispute is not resolved at Stage 1, an Employee may request their relevant workplace representative or other person of their choice. The Employee and their representative, if requested, will discuss the issue with the Employee's Manager with a view to reaching a resolution.

Stage 3

- 7.4 If the matter is not resolved at Stages 1 and 2, the dispute may be referred to the Chief Executive Officer and / or General Manager who will liaise with the Union where requested by the Employee. If the parties agree, the matter may be reverted back to Stages 1 and 2 for resolution.

Stage 4

- 7.5 The parties agree to resolve the matter at Stages 1, 2 and 3 within 10 business days (or such longer time as agreed by the parties).
- 7.6 If the matter is not resolved at Stages 1, 2 or 3, the dispute will be referred to the SAET.
- 7.7 The SAET may deal with the dispute in 2 stages:

- 7.7.1 the SAET will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- 7.7.2 if the SAET is unable to resolve the dispute at the first stage, the SAET may then:

- (a) arbitrate the dispute; and
- (b) make a determination that it is binding on the parties.

- 7.8 While the parties are trying to resolve the dispute using the procedures in this term:

- 7.8.1 An Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her workplace health or safety; and

- 7.8.2 An Employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:

- (a) The work is not safe; or

- (b) Applicable work, health and safety legislation would not permit the work to be performed; or
- (c) The work is not appropriate for the Employee to perform; or
- (d) There are other reasonable grounds for the Employee to refuse to comply with direction.

7.9 The parties to the dispute agree to be bound by a decision made by SAET in accordance with this term.

7.10 Provided that either party may appeal a decision of the SAET under this clause pursuant to the Act.

8. ORDINARY HOURS OF WORK

8.1 The ordinary hours of work shall be 76 hours to be worked between the span of 6:00am and 6.00pm Monday to Friday over a 8-day fortnight with two Rostered Days Off (**RDO**) accruing each fortnight.

8.2 The fortnightly ordinary daily hours of work Monday to Friday shall be 9.5 hours per day.

8.3 The ordinary daily hours of work excluding public holidays, are not to exceed ten (10) hours in any one day.

8.4 The debiting of whole days for annual leave, sick leave and long service leave shall be made to reflect the total daily hours of work the Employee would normally have worked on the day the leave is taken.

8.5 Start and finish times are as mutually agreed between the Employee and their immediate supervisor.

8.6 Programming of RDOs will be on a regular cycle, generally on a fortnightly or weekly basis, depending on hours worked. An RDO will generally be taken as a work team.

8.7 When the RDO cannot be taken as it would fall on a public holiday, the RDO will be taken on the next work day or another day by mutual agreement.

8.8 By mutual Agreement, RDOs may be rescheduled by either Employee or immediate supervisor upon request and preferably will be taken within the same fortnight. Where the RDOs cannot be taken within the same fortnight, all hours worked may be taken on the following basis:

8.8.1 Paid as overtime at one and a half times for every hour worked over 76 in the fortnight.

8.8.2 Accrued as TOIL equal to the amount of overtime worked within the fortnight and subject to clause 17.2 of this agreement.

9. MEAL BREAKS

9.1 There shall be an unpaid lunch break of at least 30 minutes between 12 noon and 2.00pm each day where an Employee is required to work for more than a five (5) hour period. Variations are permissible with Team Leader approval.

- 9.2 An Employee is entitled to a paid 20 minute tea break per day.
- 9.3 Meal breaks can be taken at the location / site where an Employee is required to perform their duties.

10. HIGHER DUTIES / MIXED FUNCTIONS

- 10.1 Higher Duties and Mixed Functions (as defined in the Award) shall be paid in accordance with the Award.
- 10.2 Any appointment to perform Higher Duties must be in writing (unless a day to day urgency precludes this). A copy must be forwarded and marked for the attention of the Chief Executive Officer. Appointments cannot be for periods in excess of three (3) months and must mark a start and finish date. Appointments beyond three (3) months must be facilitated again in writing in accordance with this subclause.

11. ALLOWANCES

The Parties agree that all allowances prescribed under the Award have been incorporated into the all-purpose rate of pay as prescribed within this Agreement. Employees covered by this Agreement will not be eligible to make a claim for any allowances.

12. CASUAL EMPLOYEES

An Employee engaged on a casual employment agreement will be entitled to a Casual Loading percentage as determined from time to time by the SAET as part of the South Australian Minimum Wage and other entitlements as per the Fair Work Act 1994 or other relevant legislation.

13. PART TIME EMPLOYEES

- 13.1 The Employer may employ part-time Employees in any classification.
- 13.2 At the time of engagement the Employer and the part time Employee will agree in writing on a regular pattern of work of up to 38 hours per week, specifying at least the hours worked each day, which days of the week the Employee will work and where practicable the actual starting and finishing times each day.
- 13.3 Current part time Employees may be offered an increase in hours, but no more than 38 hours per week, where practical to do so before additional Employees are engaged.

Standard Hours Variation – Part Time Employees

- 13.4 Part time Employees may be utilised to assist with additional work loads and to cover peak periods of business operations. Where the period is in excess of four (4) weeks, a standard ordinary hours variation will be documented and agreed upon by the Employer and the Employee. Such additional hours will be paid at time for time up to 38 hours per week and accrue leave entitlements and superannuation, with leave accruals to be adjusted at least quarterly.
- 13.5 For periods of less than four (4) weeks and at the discretion of the CEO taking into consideration Employer's business operations, Part-Time Employees may negotiate to work the additional time in excess of 38 hours per week as TOIL as per Clause 17 of this Agreement.

14. INSURANCE

Journey Insurance

- 14.1 The Employer will provide Employees with Journey and Injury insurance cover in accordance with its Local Government Risk Services Policy.

Income Protection Insurance

- 14.2 The Employer will facilitate personal income insurance for those staff that wish to participate through a payroll deduction arrangement or similar.

15. TERMINATION OF EMPLOYMENT

- 15.1 The Employer will provide notice to the Employee of the termination of their employment in accordance with Clause 4.3.1 of the Award.
- 15.2 The Employee will provide notice to the Employer of the termination of their employment in accordance with Clause 4.3.5 of the Award.

16. TIME OFF IN LIEU OF OVERTIME (TOIL)

- 16.1 Employees who are required to work overtime will be paid in accordance with clause 17 of this agreement.
- 16.2 By mutual agreement between the Employee and Employer, overtime may be "banked" in lieu of payment, known as Time Off In Lieu (**TOIL**).
- 16.3 An Employee will require prior authorisation to work additional hours that can be accrued as TOIL in excess of 76 hours per fortnight.
- 16.4 An Employee may accrue up to a maximum of 38 TOIL hours (pro-rata for part-time Employees) unless written prior authorisation is provided by the CEO.
- 16.5 TOIL in excess of 38 hours will not be paid out on termination of employment.

17. OVERTIME

- 17.1 Where an Employee is required to perform their duties in excess of their Standard Ordinary Hours and / or outside the Ordinary Span of Hours, the time worked during these periods shall be paid as overtime attracting a penalty payment of time and a half or accrued as TOIL equal to the amount of overtime worked at their ordinary hourly rate of pay.
- 17.2 Any overtime worked outside the Ordinary Span of Hours must be with the Employer's prior authorisation.

18. PUBLIC HOLIDAYS

- 18.1 All non-casual Employees are entitled to the following public holidays without deduction of pay in they were otherwise rostered on to work.
- 18.2 All public holidays as proclaimed by the *Holidays Act 1910* (SA) and any other days proclaimed as public holidays in South Australia.
- 18.3 If an Employee is required to work on a public holiday, the payment for the additional time worked will be paid in accordance with clause 17 of this agreement.

19. EXCESS TRAVEL TIME

- 19.1 This clause applies where an Employee is required to perform their duties at a location that is not the usual location which the Employee performs their duties.
- 19.2 This clause does not apply to an Employee's travel time to their usual location of work.
- 19.3 Where the Employee is required to perform their duties at a location that requires excess travel time in accordance with this clause, the Employer will pay the Employee an amount equal to their ordinary hourly rate of pay for all time spent in excess of their normal travel time attending to and returning from the place of work.

20. CWMS AVAILABILITY ALLOWANCE

- 20.1 This clause relates to the Tumby Bay and Port Neill Community Wastewater Management Systems (CWMS).
- 20.2 An Employee receiving a formal instruction from their Line Manager to be available for On Call duty relating to the CWMS outside of the Employee's Ordinary Span of Hours is to receive an Availability Allowance in accordance with Appendix C.
- 20.3 Employees On Call and in receipt of the Availability Allowance are required to be available to attend a Call Back for the entire duration that they are on call within agreed service standards as set by the Council for the function required.
- 20.4 An Employee will not be required to be On Call whilst on leave however they may nominate to be available for the On Call Roster.
- 20.5 Employees required to attend to calls will receive overtime payments in accordance with clause 17 of this agreement.

21. CALL-OUTS

- 21.1 An Employee recalled to work (before or after the rostered shift ends) shall be entitled to the appropriate overtime or penalty rate in accordance with this agreement.
- 21.2 Provided that, should the work be completed within the three (3) hours, the Employee may cease duties early provided they are paid for the three (3) hours.

22. SUPERANNUATION

- 22.1 The Council must make superannuation contributions in accordance with its obligations under the *Superannuation Guarantee (Administration) Act 1992* (Cth), and

as necessary to ensure that the Council is not subject to the charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth).

23. ANNUAL LEAVE

23.1 Annual Leave

- 23.1.1 This subclause does not apply to casual Employees.
- 23.1.2 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, pro-rata part-time.
- 23.1.3 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).
- 23.1.4 The annual leave entitlement in Clause 23.1.2 must be taken within two years of becoming due. This period may be extended by written agreement between the Employer and Employee which shall be forwarded marked for the attention of the Chief Executive Officer.
- 23.1.5 Nothing contained in Clauses 23.1.2 – 23.1.4 prohibits the Employer from requiring an Employee to take annual leave by giving the Employee notice of the requirement at least two weeks before the period of annual leave is to begin.
- 23.1.6 Annual leave granted in advance may be deducted from the Employee's termination pay.

23.2 Annual leave loading

- 23.2.1 No Leave Loading will apply to any payment for Annual Leave.

24. PRODUCTIVITY DAYS

- 24.1 The Employer shall provide the equivalent of two (2) days of the Employees' standard hours as paid leave to each Employee to be known as Productivity Days.
- 24.2 Where the Employer determines that a work area closes between the gazetted public holidays associated with Christmas and New Year, then those Employees will access the Productivity Days in addition to other leave, as part of their place of work or office closure.
- 24.3 Employees may be permitted to work on their normal working days (excluding public holidays) during closure periods to undertake essential work with the agreement of management.
- 24.4 Where the Employer determines that a work area remains open between the gazetted public holidays associated with Christmas and New Year, then the affected Employees will access the Productivity Days in conjunction with an individuals' period of approved leave which falls closest to the Christmas and New Year season.

25. BEREAVEMENT LEAVE

- 25.1 An eligible Employee may take paid bereavement leave when a member of the Employee's immediate family dies.
- 25.2 Two (2) days per permissible occasion may be taken in a single unbroken period or two (2) separate periods of one day or as agreed by the Employer and the Employee.
- 25.3 The Employee must give the Employer any evidence that the Employer reasonably requires of the death. Accrued leave / TOIL entitlements may be accessed by Employees following bereavement leave by mutual agreement between the Employer and the Employee.

26. LONG SERVICE LEAVE

The provisions of the *Long Service Leave Act 1987* (SA) apply.

27. PARENTAL LEAVE

Parental leave will be provided in accordance with the Award.

28. EMPLOYER-FUNDED PAID PARENTAL LEAVE

- 28.1 This subclause does not apply to casual Employees.
- 28.2 This subclause only applies where an Employee is entitled to Parental Leave in accordance with the Award.
- 28.3 An Employee is not entitled to leave under this clause unless the Employee has, or will have, completed at least 24 months of continuous service with the Employer at the commencement of their Parental Leave period.
- 28.4 The Employer shall provide the equivalent of three (3) weeks of the Employees' standard hours (pro-rata for part-time Employees) as paid leave to each Employee to be known as Paid Parental Leave.
- 28.5 Where an Employee has been paid leave under this clause they will not be entitled to any further payments unless the employee has, or will have, returned to work and completed at least 12 months of continuous service with the Employer immediately before the commencement of any further Parental Leave.

29. PERSONAL & CARER'S LEAVE

- 29.1 This subclause does not apply to casual Employees.
- 29.2 Employees are entitled to 10 days' personal leave per year.
- 29.3 Personal leave accumulates year to year but is not paid in lieu upon cessation of employment.
- 29.4 Employees may take up to five (5) days personal leave per year, non accumulative, without producing a medical certificate or other reasonable proof:

- 29.4.1 to care for or support a member of their immediate family because of personal illness or injury; or
- 29.4.2 for an unexpected emergency affecting the Employee or an immediate member of their family.
- 29.5 Provided that, personal leave that personal leave exceeding two (2) days, or single days taken together with a public holiday, preceding or following a weekend or annual leave the Employee may be required to supply a medical certificate or other reasonable proof.
- 29.6 Carer's leave may be accessed in accordance with the Award to care for a member of the Employee's Immediate Family.

30. CLASSIFICATION CRITERIA

- 30.1 The classification structure for Employees covered under the Agreement consists of 11 levels.
- 30.2 Employment positions will be based on the Classification Criteria schedule as per Appendix B – Classification Criteria
- 30.3 Employees Classification Levels under this agreement will be as assessed and determined by the Chief Executive Officer.
- 30.4 Council will ensure a fair, well informed and considered process is in place for an Employee or a Manager to apply for a reclassification should either party believe that the requirements of a position have changed and warrant an amendment of the classification level.

31. SALARY ADJUSTMENT


- 31.1 The Employer agrees to pay the following pay increase to all Employees covered by this Agreement:
 - 31.1.1 A 1.50 % salary increase to all Employees effective from the first pay period commencing on or after 1 July 2021.
 - 31.1.2 Further increase of 1.75 % per annum to be effective from the first pay period commencing on or after 1 July 2022 (or CPI*, whichever is greater capped at a maximum of 4 %).
 - 31.1.3 Further increase of 1.75 % per annum to be effective from the first pay period commencing on or after 1 July 2023 (or CPI*, whichever is greater capped at a maximum of 4 %).

*CPI is the annual percentage change in the Consumer Price Index (Adelaide) measured at the March quarter.

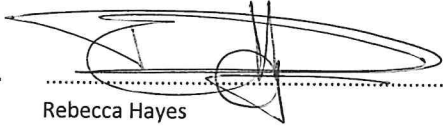
- 31.2 The revised salary rates forthcoming from this Agreement are attached as Appendix B.

32. SIGNATORIES


Signed for and on behalf of The District Council of Tumby Bay in the presence of:


.....
Signature of witness


Georgia Anderson
.....
Name of witness (print)



.....
Rebecca Hayes
Chief Executive Officer

Signed for and on behalf of the Employees of the District Council of Tumby Bay in the presence of:


.....
Signature of witness

Georgia Anderson
.....
Name of witness (print)


.....
Bernard Anesbury
Nominee


.....
Signature of witness

Georgia Anderson
.....
Name of witness (print)


.....
Tyler Hutton
Nominee

Signed for and on behalf of Amalgamated Australian Workers Union (AWU) in the presence of:

.....
Signature of witness

.....
Name of witness (print)

.....
Amalgamated AWU Representative

APPENDIX A- HOURLY RATES OF PAY

Classification Level	Salary – First Pay Period Commencing on or after 1 July 2021	Salary – First Pay Period Commencing on or after 1 July 2022	Salary – First Pay Period Commencing on or after 1 July 2023
Level 1A	\$ 19.983001	\$ 20.332703	\$ 20.688526
Level 1.1	\$ 25.116974	\$ 25.556521	\$ 26.003760
Level 1.2	\$ 27.678318	\$ 28.162689	\$ 28.655536
Level 1.3	\$ 30.239663	\$ 30.768857	\$ 31.307312
Level 2.1	\$ 30.995654	\$ 31.538078	\$ 32.089995
Level 2.2	\$ 31.379292	\$ 31.928429	\$ 32.487177
Level 2.3	\$ 31.751646	\$ 32.307300	\$ 32.872677
Level 3.1	\$ 32.552771	\$ 33.122445	\$ 33.702087
Level 3.2	\$ 32.947692	\$ 33.524277	\$ 34.110952
Level 3.3	\$ 33.342613	\$ 33.926109	\$ 34.519816
Level 4.1	\$ 34.516093	\$ 35.120124	\$ 35.734726
Level 4.2	\$ 35.091549	\$ 35.705651	\$ 36.330500
Level 4.3	\$ 35.678289	\$ 36.302659	\$ 36.937955
Level 5.1	\$ 36.930752	\$ 37.577040	\$ 38.234639
Level 5.2	\$ 37.551342	\$ 38.208491	\$ 38.877139
Level 5.3	\$ 38.171932	\$ 38.839941	\$ 39.519640
Level 6.1	\$ 39.604931	\$ 40.298018	\$ 41.003233
Level 6.2	\$ 40.327073	\$ 41.032796	\$ 41.750870
Level 6.3	\$ 41.037930	\$ 41.756094	\$ 42.486826
Level 7.1	\$ 42.572480	\$ 43.317499	\$ 44.075555
Level 7.2	\$ 44.107030	\$ 44.878903	\$ 45.664284
Level 8.1	\$ 46.092919	\$ 46.899545	\$ 47.720287
Level 8.2	\$ 48.078807	\$ 48.920186	\$ 49.776289
Level 9.1	\$ 50.245231	\$ 51.124522	\$ 52.019201
Level 9.2	\$ 52.411654	\$ 53.328858	\$ 54.262113

APPENDIX B- CLASSIFICATION CRITERIA

Indoor = Admin type functions Outdoor = Operational functions		CLASSIFICATION DESCRIPTIONS	Comparative to Awards SAVDA & LGE
Level 1A & Level 1 1A & 1		Level 1A covers entry level employees under 21 years of age, with minimal or nil experience and qualifications. Level 1 covers entry level for employees with minimal or nil experience and qualifications.	Junior rate and Level 1A, and Level 1.1-1.4 Grade 1 to 3
Authority and accountability:		Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or teamwork is closely monitored under direct supervision.	
Judgment and problem solving:		Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.	
Specialist knowledge and skills:		Job specific knowledge and skill are obtained through basic on-the-job training and workplace-based induction training.	
Management skills:		Not required at this level.	
Interpersonal skills:		Limited to basic communications with other staff and with the public (possibly Outdoor)	
Qualifications and experience:		An employee in this level will undertake on-the-job training, which may include an induction course.	
Indicative Tasks	Indoor Outdoor	General reception and customer service duties with no previous relevant work place experience. May include School leavers or traineeships Limited or no experience outdoor duties, includes use of power tools and equipment, push mower. School leavers or apprenticeships	
Level 2 2		Level 2 covers entry level employees undertaking duties and responsibilities in excess of Level 1 with prior relevant experience in local government, similar industry or position	Level 1.5-1.6 & Level 2 Grade 4 to Grade 6
Authority and accountability:		Completion of basic tasks of a routine nature and limited complexity involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.	
Judgment and problem solving:		Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.	
Specialist knowledge and skills:		Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.	
Management skills:		Not required at this level.	
Interpersonal skills:		Good communication skills limited to interaction with staff and public with regard to minor matters with referral of complex issues and business matters to more experienced staff	
Qualifications and experience:		Completion of Year 10 and/or an appropriate traineeship program or similar work/skills. For trade based employees - a) Hold an appropriate Equipment Operator Qualification; b) accredited training in plant and equipment operations	
Indicative Tasks	Indoor Outdoor	Administration support of a function Previous experience in Civil construction, concreting, paving, ride-on mowing, maintenance, handyman, gardening duties, operating relevant plant and machinery	

Level 3			
3	Level 3 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 2 with relevant experience		
Authority and accountability:	Responsible for completion of regularly occurring tasks of a moderately complex nature on a cyclic process (daily, monthly, quarterly etc). Works under established practices and procedures. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.		
Judgment and problem solving:	Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. Guidance is available from more senior staff.		
Specialist knowledge and skills:	Application of developed skills and knowledge acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.		
Management skills:	Not required at this level.		
Interpersonal skills:	Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.		
Qualifications and experience:	Qualifications or relevant experience in accordance with the requirements of work in this level, with a thorough knowledge of work activities and procedural and operational methods of the work area, which may be acquired through a) trade Certificate II, b) accredited training in plant and equipment operations c) Certificate III in Civil Construction or Horticulture or d) a non-trades Certificate III		
Indicative Tasks	Indoor	Undertaking moderately complex administrative tasks requiring prior experience in similar role. May be responsible for undertaking a number of functions	Level 2
	Outdoor	Previous experience and qualified trade in civil construction, concreting, paving, ride-on mowing, maintenance, gardening duties, operating relevant plant and machinery, senior mechanic. May supervise small team	ME Grade 4-6 Leading Worker or Grade 6 & 7
Level 4			
4	Level 4 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 3 and is the entry level for tertiary qualified positions. Employees with significant relevant local government experience may also be classified in this level.		
Authority and accountability:	Work performed is moderately complex and within general guidelines with limited guidance. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.		
Judgment and problem solving:	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes.		
Specialist knowledge and skills:	Requires comprehensive knowledge and demonstrated competence in a number of key areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.		skill
Management skills:	Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the work team level in operational duties or the application of trades, administrative or technical skills.		
Interpersonal skills:	Employees at this level require advanced and effective verbal and written communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of matters of a more complex nature.		
Qualifications and experience:	Qualifications or considerable relevant experience in accordance with the requirements of work in this level which may be acquired through: (a) a trade certificate or equivalent (b) completion of accredited/industry-based training courses or a non-trade Certificate IV (c) knowledge and skills gained through on-the-job training.		
Indicative Tasks	Indoor	Responsible for specific or specialised administrative or operational function	Level 3
	Outdoor	Team Leaders or supervisors of small work teams or specialist operational functions	Grade 8 - Leading Worker

Level 5		Level 4
5	<i>Level 5 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 4.</i>	
Authority and accountability:	The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.	
Judgment and problem solving:	Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance available from other staff in the work area in solving problems.	
Specialist knowledge and skills:	Detailed and thorough knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.	
Management skills:	Requires skills in leadership, co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead groups of employees at the work team level	
Interpersonal skills:	Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.	
Qualifications and experience:	Positions require thorough working knowledge and considerable experience of all work procedures in the relevant field for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include: a) post-trade certificate and/or other post-secondary qualification below diploma or degree b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level	
Indicative Tasks	Indoor May have responsibility for a work team or specialised administration function and may be responsible for delivery of projects	
	Outdoor Team Leaders or Supervisors of work teams, responsible for setting budgets and minor works programs	

Level 6		Level 5
6	<i>Level 6 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 5, and is the entry level for positions requiring a graduate professional qualification</i>	
Authority and accountability:	May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.	
Judgment and problem solving:	Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.	
Specialist knowledge and skills:	Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.	
Management skills:	May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.	
Interpersonal skills:	Advanced skills to communicate in both verbal and written format, with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.	
Qualifications and experience:	Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include: a) Degree, Diploma or Associate diploma b) appropriate experience, in house training or equivalent.	
Indicative Tasks	Indoor Officers responsible for meeting legislative requirements for a function or specific service. May lead a work team.	
	Outdoor	

Level 7			Level 6
7	Level 7 covers specialist or professional employees undertaking duties in excess of Level 6		
Authority and accountability:	Provides professional and/or specialist technical services to complete complex assignments or projects in consultation with other employees.		
Judgment and problem solving:	Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.		
Specialist knowledge and skills:	Positions require considerable knowledge and an advanced level of skill to resolve issues having elements of complexity which may not be clearly defined.		
Management skills:	Technical and administrative employees at this level may manage moderately complex projects which may involve employees in lower levels and / or other resources.		
Interpersonal skills:	Persuasive skills are required to participate in complex discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.		
Qualifications and experience:	Skills and knowledge needed are normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience. Less formal qualifications with acquisition of considerable skills and a combination of experience, expertise and competence sufficient to perform the duties required at this level		
Indicative Tasks	Indoor	Management of a small team delivering a specific function or service. Officers responsible for a specific projects and/or programs	
Level 8			Level 7+
8	Level 8 covers specialist or professional positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.		
Authority and accountability:	Provide expert or 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.		
Judgment and problem solving:	Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.		
Specialist knowledge and skills:	Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve complex issues		
Management skills:	Employees at this level may manage complex projects involving people and other resources. Employees should demonstrate strong leadership qualities		
Interpersonal skills:	Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve complex problems or provide specialised advice.		
Qualifications and experience:	Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job. Formal qualifications together with 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		
Indicative Tasks	Indoor	Management of a team responsible for specific and/or multiple functions and services	

Level 9			Senior Officer Level 1-2
9		<i>Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a strategic plan aligned management function. Level 9 also covers experienced professionals.</i>	
Authority and accountability:		Accountable for the effective management of major sections or projects the organisation. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.	
Judgment and problem solving:		Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.	
Specialist knowledge and skills:		Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.	
Management skills:		Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.	
Interpersonal skills:		Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.	
Qualifications and experience:		Employees will have a relevant degree or equivalent with extensive practical experience.	
Indicative Tasks	Indoor	Management of a number of functions or services and associated work teams	
Level 10			Senior Officer Level 3
10		<i>Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.</i>	
Authority and accountability:		Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.	
Judgment and problem solving:		Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.	
Specialist knowledge and skills:		Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.	
Management skills:		Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.	
Interpersonal skills:		Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.	
Qualifications and experience:		Employees require a relevant degree or equivalent and management experience.	
Indicative Tasks	Indoor	Management of a large department or function of council, with reports being a combination of supervisor or team leaders and other direct reports	

Level 11		
<p>11</p> <p><i>Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers who relieve in the role of CEO (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</i></p>		
Authority and accountability:	Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.	
Judgment and problem solving:	Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.	
Specialist knowledge and skills:	Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.	
Management skills:	Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.	
Interpersonal skills:	Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.	
Qualifications and experience:	Positions require a relevant degree or equivalent and significant management experience.	
Indicative Tasks	<p>Indoor</p> <p>Executive Director of a function or service, or number of functions and services, with Management level reports</p>	Senior Officer Level 4

APPENDIX C – CWMS AVAILABILITY ALLOWANCE

The allowance rates set out below will apply for the life of this Agreement.

DESCRIPTION	DETAILS	AMOUNT*	FREQUENCY
COMMUNITY WASTEWATER MANAGEMENT SYSTEM AVAILABILITY ALLOWANCE	Allowance	\$55.00	As rostered*

*Payments amounts are:

- Weekly in the event that the roster is for a full week; or
- Per Roster Period in the event that the roster is for less than a full week; and
- Payment is to be made for the full period or pro rata where the week or roster period is shared between employees.