

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-21-02649

Applicant Bonnie Puckridge, Morgan Bray, Kit Williams, Australian Workers Union, Australian Services Union, Ian Douglas, District Council of Lower Eyre Peninsula

Orders - Approval of Enterprise Agreement District Council of Lower Eyre Peninsula

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 3 years therefrom concluding on 30 June 2024.

A handwritten signature in black ink, reading 'P J McMahon', is positioned above a horizontal line.

Commissioner McMahon

28 Oct 2021

DOC_BUILDER_ENTERPRISE_AGREEMENTS



DISTRICT COUNCIL OF LOWER EYRE PENINSULA

Enterprise Bargaining Agreement 2021 - 2024



VERSION: 1.0

“Working with our Rural & Coastal Communities”

District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024

Version Control	Date	References	Meeting Location and Date	Author	Comments
v0.1	19/4/21	2018 – 2021 Agreement, EB Mtg Notes 23/2/21, 18/3/21, 21/4/21 & Management responses to those meetings	23/2/21 18/3/21 21/4/21	SH	Various
V0.2		Email from AWU Branch manager		SH	Amendment of 'Australian Workers Union to 'Amalgamated AWU (SA) State Union'
		Feedback from staff following provision of Draft v.01		SH	<p>Inclusion of preamble</p> <p>Insertion of definition for pro-rata</p> <p>Clause 3.1 - Amendment of wording agreed by all parties during EB Meetings – Removed 'in recognition of the advantages provided to outdoor staff of a 4 day roster'</p> <p>Clause 4.1.3 -Inclusion of omitted wording around accrual of TOIL</p> <p>Clause 4.1.4 – Removal of wording restricting 2 consecutive days</p> <p>Clause 4.2.1 – Overtime – amendment to clarify what is considered to be pre-arranged overtime (such as patrol grading, holiday waste collection, camping patrols etc)</p>
		Management corrections		SH	<p>Removal of incorrect wording in grade 6 classification details & inclusion of Waste Water Technician role</p> <p>Inclusion of Waste Water Operator in Grade 4 classification</p> <p>Clause 5.9 – Reference to definitions for 'immediate family'</p> <p>Various corrections to minor typographical errors</p>
V1.0	13/5/21	Feedback from EB Reps on V0.2		SH	Final presented for voting upon.

Contents

PREAMBLE	4
1. SECTION ONE - ADMINISTRATION.....	5
1.1. TITLE.....	5
1.2. DEFINITIONS	5
1.3. DATE AND PERIOD OF OPERATION	8
1.4. PARTIES BOUND	8
1.5. RELATIONSHIP TO PRIOR INDIVIDUAL COUNCIL AGREEMENTS.....	8
1.6. RELATIONSHIP TO AWARDS	8
2. SECTION TWO - EMPLOYEE RELATIONS	9
2.1. EMPLOYEE PROTECTION.....	9
2.2. REDUNDANCY ENTITLEMENT	9
2.3. CONSULTATION AND CHANGE MANAGEMENT	9
2.4. DISPUTES ARISING FROM THIS AGREEMENT	10
2.5. STAGES OF DISPUTE SETTLEMENT.....	10
3. SECTION THREE - TERMS OF EMPLOYMENT	11
3.1. HOURS OF WORK.....	11
3.1.1. INDOOR STAFF	11
3.1.2. OUTDOOR STAFF	11
3.2. COVERAGE OF STAFF OVER RDO's / TOIL.....	11
3.3. MEAL BREAKS	12
3.3.1. UNPAID BREAKS.....	12
3.3.2. PAID BREAKS.....	12
3.3.2.1. INDOOR.....	12
3.3.2.2. OUTDOOR STAFF	12
3.4. HIGHER DUTIES.....	12
3.4.1. SHORT TERM HIGHER DUTIES.....	12
3.4.2. ACTING IN A HIGHER DUTIES ROLE.....	12
3.5. CASUAL EMPLOYEES	13
3.6. PART TIME EMPLOYEES	13
3.7. STANDARD HOURS VARIATION – PART TIME EMPLOYEES.....	13
3.8. EMPLOYMENT FLEXIBILITY	13
3.9. PRIVATELY OWNED VEHICLE COST RECOVERY.....	13
3.10. JOURNEY INJURY INSURANCE.....	14
3.11. RETURN TO WORK TOP UP INSURANCE	14
3.12. INCOME PROTECTION	14
3.13. NOTICE OF TERMINATION BY AN EMPLOYEE.....	14
4. SECTION FOUR – HOURS OF WORK AND PAY MATTERS.....	15
4.1. TOIL GUIDELINES	15

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

4.1.1.	DEFAULT ARRANGEMENTS.....	15
4.1.2.	MAXIMUM TOIL.....	15
4.1.3.	ACCRUING TOIL.....	15
4.1.4.	ACCESSING TOIL.....	15
4.2.	OVERTIME GUIDELINES	16
4.2.1.	PRE-ARRANGED OVERTIME	16
4.2.2.	CALL OUTS	16
4.3.	ON CALL ALLOWANCES.....	16
4.4.	PORT LINCOLN AIRPORT RUNWAY INSPECTIONS	17
4.5.	ADDITIONAL HOURS WORKED ON PUBLIC HOLIDAYS.....	17
4.6.	EXCESS TRAVELLING TIME	17
4.7.	LOCAL GOVERNMENT ELECTIONS	17
4.8.	SUPERANNUATION	17
5.	SECTION FIVE - LEAVE ENTITLEMENTS	18
5.1.	ANNUAL LEAVE	18
5.1.1.	EXCESSIVE LEAVE ACCRUALS	18
5.1.2.	CASHING OUT OF ANNUAL LEAVE	18
5.2.	PRODUCTIVITY DAYS.....	19
5.3.	BEREAVEMENT LEAVE	19
5.4.	LONG SERVICE LEAVE	19
5.5.	PARENTAL LEAVE	19
5.6.	PAID PARTNER LEAVE	19
5.7.	PAID PRIMARY CARE GIVER LEAVE	20
5.8.	SICK LEAVE	20
5.9.	CARER's / PERSONAL LEAVE	20
6.	SECTION SIX - INDUSTRIAL MATTERS	20
6.1.	RIGHT OF ENTRY	20
6.2.	RENEGOTIATION OF AGREEMENT	20
7.	SECTION SEVEN – CLASSIFICATIONS AND NEGOTIATED INCREASES.....	21
7.1.	CLASSIFICATION CRITERIA	21
7.2.	ANNUAL PERCENTAGE INCREASES	21
7.3.	NO FURTHER CLAIMS.....	21
8.	SECTION EIGHT - SIGNATURES OF THE PARTIES.....	22
	APPENDIX A – OUTDOOR HOURLY RATES OF PAY & CLASSIFICATION CRITERIA	24
	APPENDIX B – INDOOR HOURLY RATES OF PAY & CLASSIFICATION CRITERIA.....	31
	APPENDIX C – ALLOWANCES.....	40

PREAMBLE

The District Council of Lower Eyre Peninsula is committed to being an employer of choice for their existing and prospective employees. Council recognises the benefit to both the employees and Councils of a strong and resilient workforce, and are committed to the facilitation of healthy lifestyle and work/life balance opportunities.

The District Council of Lower Eyre Peninsula is committed to further consultation in relation to workplace change and in the implementation of any shared services arrangements as determined by the Council.

Council acknowledges that organisational and/or service delivery model change may create concerns about job security for staff, and it is confirmed that neither this Agreement nor the implementation of shared services are intended to create forced redundancies and/or loss of employment for existing staff.

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

1. SECTION ONE - ADMINISTRATION

1.1. TITLE

This Agreement shall be known as the District Council of Lower Eyre Peninsula Enterprise Bargaining Agreement 2021 - 2024.

1.2. DEFINITIONS

Additional Time	Shall mean time worked by a part-time employee that is in addition to the employee's standard ordinary hours of work but still falls within Ordinary Span of Hours.
ASU	Shall mean the Australian Services Union.
Awards	Shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	Shall mean the Amalgamated AWU (SA) State Union
Casual Employee	A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment.
EBA	Shall mean this District Council of Lower Eyre Peninsula Enterprise Bargaining Agreement 2018-2021
CEO	Shall mean the Chief Executive Officer of Council.
Commission	Shall mean the South Australian Industrial Relations Commission.
Consumer Price Index	Shall mean the Adelaide All Groups Consumer Price Index as calculated for the 12 month period ending December 31 st immediately preceding the financial year ending.
Continuous Service	Shall mean continuous service under a contract or sequential contracts of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
Council	Shall mean the District Council of Lower Eyre Peninsula.
Employee	Shall mean all employees employed by the Council, with the exception of those employees that are employed pursuant to an Individual Contract.
Employer	Shall mean the District Council of Lower Eyre Peninsula.
Employment Agreement	Shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
Employment Contract	Shall mean an agreement in writing between the Employer and the Employee, employed on a fixed term contract, in relation to the specific details relevant to their employment.
Employee Bargaining Representative (EBR)	Shall mean an employee elected by other employees to represent the views of the relevant work group at the EBA committee.
Full Time	An employee who is engaged for a maximum of 76 hours ordinary time.

***District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024***

Immediate Family	(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; (c) any member of the person's household; (d) any other person who is dependant of the person's care.
Individual Contract	Shall mean a written contract of employment that clearly excludes the application of this EBA and/or previous enterprise agreements.
Indoor Staff	Shall mean employees who primarily are employed indoors in Customer Service, Business Administration and Management, Community Services and Compliance Administration positions
Line Manager	Shall mean an employee who is responsible for management of a work area and the staff employed in that work area.
Local Government Employee (LGE) Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provision of the Fair Work Act 1994.
Outdoor Staff	Shall mean employees who primarily work outdoors and are employed to perform functions in relation to Parks and Gardens, Transfer Stations, Civil Operations, Depots, Maintenance services and Airport Operations etc
Part Time	A part time employee is an employee who is engaged for less than the standard full time ordinary hours for that class of employees and receives leave entitlements pro-rata of full time
Pro-rata	A proportionate amount of money or period of time based upon full time hours / wages as applied to part time staff (i.e. where a full time employee receives an entitlement as listed in the agreement, a part time employee will receive a portion of that entitlement based upon their standard hours in a week).
Probationary Period	Shall mean in relation to the commencement of employment, the testing or trial of a person's conduct and qualifications over the time frame provided in the Employment Agreement or Employment Contract.
Remuneration	Shall mean total income including wages, regular overtime, allowances, superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment Contract or Employment Agreement.
Rostered Day Off	A Rostered Day Off (RDO) shall mean a day that may be taken as part of a normal work cycle by a Full Time Employee who works in excess of 7.6 ordinary hours per day, with the additional hours worked taken as a regular RDO.
South Australian Municipal Salaried Officers (SAMSO) Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994.
Ordinary Span of Hours	Shall mean the span of time on a given day in which an employee's Standard Ordinary Hours can be worked as defined in clauses 3.1.1 & 3.1.2.
Ordinary Hours	As defined in Section 3 of this EBA, for which the ordinary hourly rate in Appendix A or B will be payable.
Significant Part of a Day	In relation to the undertaking of substantive duties of a higher grade / level, shall mean for at least fifty percent of a day.

***District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024***

State of Readiness	Shall mean that an employee will: <ul style="list-style-type: none"> • not be under the influence of alcohol or drugs • be contactable and within mobile phone service • and remain within a reasonable attendance time of the area to which they are assigned On Call
Substantive duties	Shall mean duties clearly associated with a particular grade / level as defined by a job description.
Superannuation Contribution	Contributions which the employer must pay to an employee's nominated Superannuation fund under the Superannuation Guarantee (Administrative) Act 1992
Supervisor/Team Leader/Ganger	Shall mean an employee who is responsible for the day to day supervision of employees of a work area.
Time Off in Lieu TOIL	'Time Off in Lieu' TOIL shall mean additional ordinary hours which are worked by staff to be taken as paid time off in lieu of a cash payment.
Trainee	Shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and the Registered Training Organisation
Existing Worker Trainee	Shall mean a current employee of Council who enters into a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation.
Union	Shall mean the AWU or ASU.
Union Representative	Shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.
Work Area	Shall mean the location, department or function in which the employee primarily works or is based for work purposes

1.3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing on 1 July 2021 and conclude on 30 June 2024.

1.4. PARTIES BOUND

This Agreement is binding on:

- the employees (as defined);
- the District Council of Lower Eyre Peninsula;
- the Australian Workers Union.
- the Australian Services Union

1.5. RELATIONSHIP TO PRIOR INDIVIDUAL COUNCIL AGREEMENTS

This Agreement replaces all previous Certified Agreements between parties bound as per Clause 1.4. PARTIES BOUND and has been negotiated in the spirit of good faith bargaining between all parties.

1.6. RELATIONSHIP TO AWARDS

This Enterprise Bargaining Agreement operates to exclude the application of the LGE and SAMSO Awards to the extent of inconsistency with the awards. The parties agree that the past salary increases granted pursuant to all prior Agreements, include the absorption of all work and expense related allowances outlined within the LGE Award and SAMSO Award unless an allowance is explicitly included in this agreement.

2. SECTION TWO - EMPLOYEE RELATIONS

2.1. EMPLOYEE PROTECTION

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

2.2. REDUNDANCY ENTITLEMENT

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

There shall be no forced redundancies for the life of this agreement.

Should a Council offer a redundancy package for consideration by an employee or group of employees, such package shall comprise a minimum of:

- 1 weeks notice of termination per completed year of service to a maximum of 4 weeks or payment (total average weekly wage) in lieu thereof and
- 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.
- For employees over 45 years of age an additional 4 weeks severance pay

The total amount of notice of termination or payment in lieu and severance payment will not exceed 20 weeks.

2.3. CONSULTATION AND CHANGE MANAGEMENT

The parties to this agreement recognise that change is an ongoing feature of the work environment and that appropriate management of change is beneficial to all parties.

The CEO and Management are committed to consultation with employees who may be impacted by changes in the work force, and employees will be kept informed of corporate plans, objectives, achievements and the statutory obligations of both Council and employees.

Where major workplace changes that are likely to have a significant affect on employees (or a group of employees) work practices are being considered, as part of the consultative process, the CEO (or his/her delegate) will discuss with the employees affected amongst other things:

- the changes being considered;
- the basis for such contemplated changes;
- the effects such changes are likely to have on employees; and
- measures which will be taken to eliminate or lessen any adverse effects on employees.

Management / CEO will give due consideration to matters raised and alternatives submitted by the employees in relation to the contemplated changes.

Following consultation and consideration of the views expressed by employees the parties to this agreement will actively participate to enact change as determined by Council.

2.4. DISPUTES ARISING FROM THIS AGREEMENT

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

The parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions.

Until the matter is resolved the status quo antes will prevail except where justified on the grounds of health and safety. In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of change.

No party shall be prejudiced as to the final outcome by the continuance of work in accordance to this clause.

2.5. STAGES OF DISPUTE SETTLEMENT

Stage 1: Discussions will initially be held between the Employee and/or an Employee Representative] and the Supervisor to attempt to settle the matter at that level.

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

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

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

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

Note: An employee representative may include a union delegate, or another person as determined by the employee.

3. SECTION THREE - TERMS OF EMPLOYMENT

3.1. HOURS OF WORK

The ordinary hours of work for a full time employee will be 76 hours per fortnight worked Monday to Friday, except for public holidays.

Due to outdoor staff working a four day roster, with advanced notice and subject to mutual agreement, staff will be amenable to reasonable requests from management to amend rosters to meet the needs of discrete projects.

Fair and reasonable consideration will be given towards achieving a fair balance between efficiency gains and the employee's work / life balance when considering amendment to normal work rosters for discrete projects, including in relation to road management activities.

Where the normal working roster of an employee includes working on a Saturday or Sunday (due to the operational nature of the work environment i.e. transfer stations), that employee will be paid for the applicable hours worked on Saturday or Sunday at time and one half.

3.1.1. INDOOR STAFF

The Ordinary Hours of work for employees classed as Indoor staff will be no more than 8.00 hours per day, with the span of hours being between **7am and 7pm**.

Full time Indoor Staff will work 8 hours per day, however will be paid 76 hours per fortnight (7.6 hours per day), therefore accumulating 4 hours per fortnight toward a monthly Rostered Day Off (RDO).

3.1.2. OUTDOOR STAFF

The Ordinary Hours of work for employees classed as Outdoor staff will be no more than 9.5 hours per day, with the span of hours being between **5am and 7pm**.

Outdoor staff will take a Rostered Day Off (RDO) on a regular cycle, generally on a fortnightly or weekly basis, depending on the number of hours worked on a daily basis and the specific worksite requirements.

Each outdoor team will have their RDO arranged so as to best meet the needs of the work environment and ensure coverage of the Depots is maintained Monday to Friday.

3.2. COVERAGE OF STAFF OVER RDO'S / TOIL

This agreement makes provision for Rostered Days Off (RDO) and approved Time Off In Lieu (TOIL), based on the premise that full coverage is not provided for an employee taking such an RDO or TOIL day. This includes circumstances where an employee is approved to take a combination of RDO's / TOIL on consecutive days. The exception to this rule is where an RDO is taken in combination with a minimum of two weeks of approved Annual Leave.

3.3. MEAL BREAKS

3.3.1. UNPAID BREAKS

Employees are required to take an **unpaid** meal break (lunch break) of at least 30 minutes where they are required to work for more than a Five (5) hour period.

3.3.2. PAID BREAKS

3.3.2.1. INDOOR

Employees classed as **Indoor** are entitled to up to 20 mins per day as a paid break. Due to the availability of adequate tea/coffee making facilities the break shall be taken at the employee's normal work place at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.

3.3.2.2. OUTDOOR STAFF

Employees classed as **Outdoor** are entitled to a paid break (either morning or afternoon break) of up to 20 minutes due to the physical nature of the tasks undertaken. The break shall be taken at the location of the daily work activities, with the timing of the break being at the discretion of the Team Leader.

Whilst employees are undertaking activities during inclement weather conditions their immediate supervisor may make alternative arrangements for morning or afternoon breaks as required to ensure safe work practices are followed.

3.4. HIGHER DUTIES

This clause excludes officers relieving in the role of Chief Executive Officer as required under the Local Government Act 1999, Section 102.

3.4.1. SHORT TERM HIGHER DUTIES

When directed by a Coordinator or Manager to undertake substantive duties of a higher level / grade's position for a significant part of a day, the employee will be paid at the higher level/grade for the full day

Note: Higher duties are not paid when the employee is undertaking supervised training.

3.4.2. ACTING IN A HIGHER DUTIES ROLE

Where a Construction or Maintenance Team Leader is absent from work for a full day (i.e. sick leave / TOIL) the employee allocated responsibility for the completion of duties within the relevant team will be paid at higher duties. In all other instances employees will be paid at the higher duties level/grade when appointed to an acting position to cover planned leave for a minimum of two days.

Higher duties payments are at the first step of the Classification Level / Grade of the substantial component of the tasks they are directed to perform.

Relief of a Contracted Senior Management position attracts payment at Level 7.1 .

All direction or appointments to undertake higher duties which will attract payment as per this clause will be in writing and authorised prior to the period commencing.

3.5. 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 Industrial Relations Commission of SA¹ as part of the South Australian Minimum Wage and other entitlements as per the Fair Work Act 1994 or other relevant legislation.

3.6. PART TIME EMPLOYEES

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

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

3.7. STANDARD HOURS VARIATION – PART TIME EMPLOYEES

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 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 and will accrue leave entitlements and superannuation, with the Council record of leave accruals adjusted at least quarterly.

For periods of less than four weeks and at the discretion of the CEO taking into consideration Council's business operations, an indoor Part-Time employee may negotiate to work the additional time as **TOIL** and the TOIL Guidelines as per Clause 4.1 will apply.

3.8. EMPLOYMENT FLEXIBILITY

Notwithstanding any other provision of this agreement, the Chief Executive Officer and an individual employee may mutually agree to vary the application of specific clauses of this agreement. No employee shall be disadvantaged by any flexible arrangements entered into.

3.9. PRIVATELY OWNED VEHICLE COST RECOVERY

Employees should only use their own vehicles for the purpose of undertaking Council business if a Council vehicle is unavailable and the employee has been requested by the CEO or their Manager to do so.

Where an employee is authorised or requested to use their own vehicle on or in connection with the business of Council, the employee shall be paid an allowance based on the rate per kilometre as set down by the Australian Taxation Office (ATO) from time to time.

If a Council vehicle is available and the employee elects to use their own vehicle to accommodate personal requirements (such as remaining in a location at the conclusion of work hours), the employee will only be compensated for half of the kilometres travelled.

If an employee is directed to commence work at a location other than their normal starting location and the distance to be travelled exceeds their normal travel to work distance, the employee shall be paid a travel allowance equivalent to the difference between the travel distances.

¹ <http://www.safework.sa.gov.au/>

3.10. JOURNEY INJURY INSURANCE

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

The benefits relate only to weekly earnings and are as per the current policy limits as set out in accordance with the scheme rules.

3.11. RETURN TO WORK TOP UP INSURANCE

Council will provide employees with an insurance policy to top up wages when a decrease is experienced under the workers compensation scheme. This will ensure all Council employees injured at work receive full pay for the duration of the injury.

3.12. INCOME PROTECTION

The Council will facilitate personal income protection with Local Government Risk Services in accordance with the scheme rules for those staff that wish to participate, through a payroll deduction arrangement or similar, to enable access to competitive collective pricing for this protection.

3.13. NOTICE OF TERMINATION BY AN EMPLOYEE

Any employee, other than a casual employee, desiring to terminate his/her employment shall give to the Council two weeks notice of his/her intention to do so.

Where the express provisions of an employee's employment provides for a longer period of notice, such provisions shall apply.

4. SECTION FOUR – HOURS OF WORK AND PAY MATTERS

4.1. TOIL GUIDELINES

An employee may accumulate TOIL when required to undertake additional work at the request of the Council to meet business needs, including where a small number of hours are required to be worked outside of the ordinary span of hours.

Accrued TOIL will be available to be taken by the employee at a future time to accommodate the personal requirements of the employee, including to cover the general practice of closing administration offices over the Christmas New Year period.

4.1.1. DEFAULT ARRANGEMENTS

The default payment method for all staff exceeding 76 hours per fortnight will be Time off In Lieu (TOIL) at time for time to the maximum number of hours permitted at Clause 4.1.2 below, following which a cash payment at time and a half will be made.

This arrangement will apply unless an alternative arrangement is negotiated with the relevant Manager.

4.1.2. MAXIMUM TOIL

The maximum number of Time Off In Lieu (**TOIL**) hours that may be accrued for a full time employee is 19 hours (pro-rata for part time staff) unless prior authorisation is given by the CEO.

The exception to this is where specified discreet projects or activities requiring additional hours are identified by management, in which case agreement may be made with an employee (or group of employees) to increase the maximum hours of TOIL to 38 hours for the duration of the project.

All TOIL hours accumulated beyond 19 hours for discreet projects or activities must be used within 6 months of accrual.

4.1.3. ACCRUING TOIL

TOIL is only able to be accumulated at the request of management to undertake additional work when required by Council.

Toil must be accrued in a block of 30 mins in the first instance, after which 15 minute increments can be accumulated.

4.1.4. ACCESSING TOIL

Accrued TOIL will be applied for in the same manner as annual leave and approval by the Manager will be dependant upon the requirements of the work team and organisation.

The taking of TOIL must be arranged at least 24 hours prior to being accessed.

With the exception of Construction and Maintenance Team Leaders, no coverage is provided for staff accessing TOIL.

Accrued **TOIL** can not be taken as a cash payment and is to be expended in full prior to termination of employment with Council.

4.2. OVERTIME GUIDELINES

4.2.1. PRE-ARRANGED OVERTIME

While the default for all employees working greater than 76 hours in a fortnight is TOIL (as set out in Clause 4.1 above), when an employee has agreed to work overtime outside of the Ordinary Span of Hours to provide a Council service (such as patrol grading, holiday waste collection, camping patrols etc) then the additional time worked shall attract:

- **OVERTIME** attracting a penalty payment of **time and a half** for time so worked.
- A minimum payment of **TWO (2)** hours.

An employee may request that pre-arranged overtime be accrued as TOIL (time for time) up to the maximum allowed TOIL hours as set out in Clause 4.1 above, to be taken at a future time as approved by management.

Management will determine this request and where approved seek to find a mutually agreeable time at which the employee may take the accrued TOIL hours.

4.2.2. CALL OUTS

For the purposes of this agreement, an employee will be deemed to be on a **call out**, as opposed to working **Overtime**, if the employee is required to attend work without receiving prior notice:

- a) On a day other than their standard day/s of work
- b) After completing their Ordinary Hours of work and after signing off for the day.

An employee who is called in to work as outlined in a) or b) above will be paid for a minimum of **THREE (3)** hours at time and a half.

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

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

4.3. ON CALL ALLOWANCES

An employee² receiving a formal instruction³ from their Line Manager, to be available for **On Call** duty outside of the employee's ordinary span of hours is to receive an **On Call Allowance** set as per Appendix C - Allowances.

Employees **On Call** and in receipt of the **On Call Allowances** are required to be available to attend a **Call Out** for the entire duration that they are on call within agreed service standards as set by Council for the function required and must remain in a 'state of readiness' (refer definitions of this agreement).

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**.

Employees required to attend to call outs will receive payment as per the relevant Clauses above.

² Employees classified a Level 7 or higher are not entitled to an On Call Allowance.

³ From a Senior Officer or Line Manager.

4.4. PORT LINCOLN AIRPORT RUNWAY INSPECTIONS

An employee conducting an airport runway inspection outside of the normal work cycle of the incumbent employee will be paid at Grade 5.1 at **time and a half** for a minimum of **TWO** hours, regardless of their usual employment classification level.

The only exception to this rate will be when the incumbent employee conducts the inspection outside of their normal work cycle (over a weekend or rostered day off), in which case they will be paid at their applicable rate of pay at **time and a half** for a minimum of **TWO** hours.

4.5. ADDITIONAL HOURS WORKED ON PUBLIC HOLIDAYS

Any employee who works on any statutory or gazetted public holiday is paid for the time so worked at the rate of double time and a half and receives a minimum payment of 2 hours. The rate of double time and a half includes any ordinary rates which would otherwise apply for any day of work where the public holiday falls on an employee's normal work day.

4.6. EXCESS TRAVELLING TIME

On the occasion where the Council requires an employee to start work at a place away from the employee's usual starting place, the additional travel time will be counted as additional hours worked. Therefore all time reasonably spent reaching and/or returning from the place of work, which is in excess of the time normally spent in travelling between the employee's usual residence and their normal work place will attract a payment in line with the TOIL/Overtime clause in this agreement.

4.7. LOCAL GOVERNMENT ELECTIONS

Where an employee elects to work and has been approved to be involved in Council Elections, rates of pay will be as outlined at the time of an election by the Local Deputy Returning Officer.

4.8. SUPERANNUATION

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

5. SECTION FIVE - LEAVE ENTITLEMENTS

5.1. ANNUAL LEAVE

Annual Leave will be paid to all eligible employees as per the Fair Work Act 1994 (SA) Schedule 4 – Minimum Standards for Annual Leave.

No leave loading will apply to any payment for Annual Leave.

5.1.1. EXCESSIVE LEAVE ACCRUALS

An employee has an excessive leave accrual if the employee has accrued more than 8 weeks annual leave (pro-rata for part time employees).

If an employee has an excessive leave accrual, Council will confer with the employee and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

If Council has genuinely tried to reach agreement with an employee but agreement is not reached, Council may direct the employee in writing to take one or more periods of paid annual leave.

If an employee has genuinely tried to reach agreement with Council but agreement is not reached, the employee may give written notice to Council to take one or more periods of paid annual leave with a minimum of 2 weeks notice.

5.1.2. CASHING OUT OF ANNUAL LEAVE

The default position of Council is that Annual Leave is not cashed out on the basis that the taking of Annual Leave is an important part of work / life balance. However, it is recognised that there may be circumstances where the cashing out of Annual Leave will have no detrimental impact on both Council and the Employee.

The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

An agreement by Council to cash out Annual Leave following a request from an employee must not result in the employee's remaining accrued entitlement to annual leave being less than 4 weeks.

The Chief Executive Officer retains the right at all times to determine an approach from an employee for the cashing out of Annual Leave.

5.2. PRODUCTIVITY DAYS

Council shall provide the equivalent of **TWO** days of the employees' standard hours as paid leave to each employee to be known as **Productivity Days**.

Where Council 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.

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

Where Council 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.

5.3. BEREAVEMENT LEAVE

An eligible employee may take paid Bereavement leave when a member of the employee's immediate⁴ family dies.

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

The employee must give the employer any evidence that the employer reasonably requires of the death.

Accrued leave / TOIL entitlements may be accessed by employees following bereavement leave upon application and approval by the relevant Manager.

5.4. LONG SERVICE LEAVE

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

5.5. PARENTAL LEAVE

Entitlement and access to Parental Leave will be as per the Fair Work Act 1994 (SA).

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

If an employee's Employment Contract expires whilst on Parental Leave, the Employee will be no longer employed by the Council unless a new Employment Contract has been negotiated.

5.6. PAID PARTNER LEAVE

Council will provide up to one (1) week of paid partner leave when an employee's child is born or adopted at full pay (pro-rata for part time staff).

⁴ As defined in Clause 1.2 - Definitions

5.7. PAID PRIMARY CARE GIVER LEAVE

The provisions outlined within this clause apply when an employee's child is born or adopted.

Years of <u>completed</u> and <u>continuous</u> service	Paid Primary Care Giver entitlement
4 years and above	4 weeks @ Full pay or 8 weeks @ Half pay
3 years	3 weeks @ Full pay or 6 weeks @ Half pay
2 years	2 weeks @ Full pay or 4 weeks @ Half pay

Employees will also be able to take up to four weeks of accrued sick leave (to be taken at full pay), provided that the employee retains a minimum balance of 76 hours of sick leave accruals.

Leave entitlements will continue to accrue while payments are being made to the employee.

NB - All figures outlined within this clause are applied at pro-rata for part time employees.

For the purpose of this clause only, an employee's 'Years of Continuous Service' calculation will restart upon return to work from a period of maternity leave (52 weeks) in each instance.

5.8. SICK LEAVE

Entitlement and access to Sick Leave will be as per the Fair Work Act 1994 (SA).

5.9. CARER'S / PERSONAL LEAVE

An employee with sick leave credit may use up to 5 days of their annual sick leave entitlement, non accumulative, each entitlement year ⁵ :

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

Employees must notify the employer of their intention to access their accrued sick leave for carer's/personal leave as per the Fair Work Act 1994 (SA).

Payment of Carers/Personal leave from an employees accrued sick leave entitlements is contingent on the production of reasonable evidence, to the satisfaction of the employee's Line Manager, of the need for the employee's care or support for an immediate* family member or the details of the unexpected emergency.

6. SECTION SIX - INDUSTRIAL MATTERS

6.1. RIGHT OF ENTRY

Right of entry provisions are as per the SAMSO and LGE Award.

6.2. RENEGOTIATION OF AGREEMENT

The parties agree to commence negotiations on a new agreement three months prior to the expiry of this Agreement.

⁵ Based on individual employees 'leave entitlement date' NOT calendar years

* As defined in the definitions at 1.2 – 'Immediate Family'

7. SECTION SEVEN – CLASSIFICATIONS AND NEGOTIATED INCREASES

7.1. CLASSIFICATION CRITERIA

Employment positions will be based on the Classification Criteria schedule as per the appropriate APPENDIX A or B, dependant upon the work area.

Employees Classification Levels / Grades under this agreement will be as assessed and determined by the Council Chief Executive Officer.

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 / grade.

Each of the Classification Levels / Grades have increment steps which the Chief Executive Officer may apply to reflect experience, recognise performance milestones or relevant qualifications as outlined below:

Steps applicable to all Levels / Grades		
Step 1	Step 2	Step 3
Entry Point	Experience Gained (generally 12 months)	Extensive experience (generally 12 months following step 2)
	Demonstrated Competence in key aspects of the position	High level of competency in all aspects of the position
	Sound performance	Sound performance over a sustained period of time
	Significant progress towards relevant Qualifications	Relevant Qualifications

The Council will ensure an annual process is in place to review the employee's current incremental step in order to achieve a properly considered, fully informed and fair outcome for all parties.

7.2. ANNUAL PERCENTAGE INCREASES

At the first full pay period following 1st July in the years specified below, increases will be applied to the hourly base rate of pay applicable to each Classification Level / Grade as follows:


- Year 1 - 1.5%
- Year 2 – 2.0% or Adelaide December CPI (whichever is higher)
- Year 3 – 2.0% or Adelaide December CPI (whichever is higher)

7.3. NO FURTHER CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by any party.

8. SECTION EIGHT - SIGNATURES OF THE PARTIES

Signed for and on behalf of:

.....
The District Council of Lower Eyre Peninsula

Nominee Name: Delfina Lanzilli

Witness Signature: .....

For the Employees of the District Council of Lower Eyre Peninsula

Signature: .....

Nominee Name: Bonnie Puckridge

Witness Signature: .....

Signature: .....

Nominee Name: Ian Douglas

Witness Signature:

Signature: .....

Nominee Name: Morgan Bray

Witness Signature: .....

Signature: .....

Nominee Name: Kit Williams

Witness Signature: .....

District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024

For and on behalf of the Amalgamated AWU (SA) State Union

Nominee Name: PETER LAMPS

Signature: 

Position: STATE SECRETARY

Witness signature: 

For and on behalf of the Australian Services Union

Nominee Name: Abbie Spencer

Signature: 

Position: Branch Secretary (SA + NT)

Witness signature: 

On this 3 day of June 2021

APPENDIX A – OUTDOOR HOURLY RATES OF PAY & CLASSIFICATION CRITERIA

Trainee rates will be as per National Training Wage, or as otherwise approved by the CEO.

OUTDOOR GRADES AND RATES OF PAY		
<i>Grade 1</i>	1.1	29.05
	1.2	29.45
	1.3	30.09
<i>Grade 2</i>	2.1	30.47
	2.2	30.85
	2.3	31.21
<i>Grade 3</i>	3.1	31.61
	3.2	32.00
	3.3	32.39
<i>Grade 4</i>	4.1	32.79
	4.2	33.20
	4.3	33.62
<i>Grade 5</i>	5.1	34.02
	5.2	34.44
	5.3	34.87
<i>Grade 6</i>	6.1	35.15
	6.2	35.44
	6.3	35.74

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

GRADE 1	
Responsibilities include:	Performing a range of clearly defined and routine tasks.
Plant Use:	<ul style="list-style-type: none"> • Ride on and self propelled plant under supervision • Variety of hand held tools & power tools under supervision
Indicative Roles:	<ul style="list-style-type: none"> • General handyperson / gardening, no experience
Authority & Accountability	<p>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.</p> <p>Work is monitored under supervision either individually or in a team environment.</p>
Judgement & 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 & Skills	Obtained through on-the-job training and workplace induction training.
Management Skills	Not required at this grade.
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 & Experience	An employee in this grade will undertake on-the-job training, which may include an induction course.

GRADE 2	
Responsibilities include:	Demonstrated experience and competency in performing a range of activities/functions of a less clearly defined and routine nature.
Plant Use:	<ul style="list-style-type: none"> • Ride on / self propelled plant • Variety of hand held & power tools • Tractors / Backhoe / Loader
Indicative Roles:	<ul style="list-style-type: none"> • General Duties • Maintenance • Gardening • Basic Plant Operator • Cleaners
	In addition to duties in lower grade classifications
Authority & Accountability	Responsible for completion of regularly occurring tasks under the direction of a team leader within established practices and procedures.
Judgement & problem Solving	<p>The nature of the work is clearly defined with procedures well understood.</p> <p>Tasks performed fall within general guidelines and established practices and procedures.</p> <p>Direction provided by more Senior Staff.</p>
Specialist Knowledge & Skills	<p>Application of developed skills and knowledge acquired through on-the-job training or accredited short courses.</p> <p>The operation of tools, plant, machinery and/or equipment in accordance with the requirements of the position.</p>
Management Skills	May provide on-the-job training, based on their skills and/or experience, to employees of the same or lower grades.
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 & Experience	<p>Relevant experience in accordance with the requirements of work in this grade.</p> <p>Completion of Year 11 and/or an appropriate traineeship program or similar work/skills.</p> <p>Knowledge and skills may be acquired through:</p> <ul style="list-style-type: none"> a) Accredited industry based training courses; b) On the job training <p>Appropriate licences.</p>

GRADE 3	
Responsibilities include:	Demonstrated experience and competency in the operation of heavy machinery and / or Specialist relief of designated roles
Plant Use:	<ul style="list-style-type: none"> • Dozer • Grader • Skilled backhoe operation e.g graves
Indicative Roles:	<ul style="list-style-type: none"> • Horticulture • Plant operator (advanced) • Patrol Grader • Specialist Relief Staff
	In addition to duties in lower grade classifications
Authority & Accountability	Works under established practices and procedures with guidance available from more Senior Staff.
Judgement & problem Solving	<p>The nature of the work is defined with procedures well understood.</p> <p>Tasks performed fall within general guidelines with scope to exercise discretion in the application of established practices and procedures.</p> <p>Guidance is available from more senior staff.</p>
Specialist Knowledge & Skills	<p>May undertake training in specialised positions where the position requires first call of relief to that role.</p> <p>Proficient operation of a variety of heavy machinery.</p>
Management Skills	May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower grades.
Interpersonal skills	Employees at this grade 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 & Experience	<p>Completion of Year 12 and/or an appropriate traineeship program or similar work/skills.</p> <p>Knowledge and skills may be acquired through:</p> <ul style="list-style-type: none"> a) Accredited industry based training courses, including in plant and equipment operations. b) On the job training

GRADE 4	
Responsibilities include:	Demonstrated experience and competency in the operation of heavy machinery as a significant portion of the role to undertake construction within specified standards and/or Cash handling
Plant Use:	<ul style="list-style-type: none"> • Grader (to levels)
Indicative Roles:	<ul style="list-style-type: none"> • Grader Operator (construction) • Transfer Station Operator • CWMS Operator • Trade Qualification
	In addition to duties in lower grade classifications
Authority & Accountability	<p>May be responsible for an activity or program within the works department of a moderately complex nature.</p> <p>May be responsible for handling cash.</p> <p>Assistance is available from more Senior Staff.</p>
Judgement & problem Solving	Personal judgment is required to follow defined procedures where a choice between more than two options is present.
Specialist Knowledge & Skills	<p>Requires knowledge and demonstrated competence in plant operations or key skill areas related to major elements of the job.</p> <p>Demonstrated ability in the application of standardised procedures and practices</p>
Management Skills	May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower grades.
Interpersonal skills	Employees at this grade require communication skills to enable them to effectively communicate with clients, other employees and members of the public in the resolution of routine and usual matters.
Qualifications & Experience	<p>Qualifications or considerable relevant experience in accordance with the requirements of work in this grade which may be acquired through:</p> <p>(a) a trade certificate or equivalent (b) completion of accredited/industry-based training courses or a non-trade Certificate IV</p> <p>Knowledge and skills may be acquired through:</p> <ul style="list-style-type: none"> a) Accredited industry based training courses; b) On the job training

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

GRADE 5	
Responsibilities include:	Employees with responsibility for a small work team, generally reporting to a more senior officer. OR Specialised Technical position
Plant Use:	<ul style="list-style-type: none"> • All plant / equipment relevant to the work area
Indicative Roles:	<ul style="list-style-type: none"> • Airport Operations Officer • Waste Water Treatment Officer
	In addition to duties in lower grade classifications
Authority & Accountability	<p>Responsibility for the completion of tasks and quality of work of their work team.</p> <p>May be responsible for providing a specialised /technical service and for completing work with elements of complexity.</p> <p>Positions provide local decisions, on-the-job training and leadership to supervised employees.</p>
Judgement & problem Solving	<p>Skills to solve problems relating to the work area and task.</p> <p>For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives.</p> <p>Assistance available from other staff in the work area in solving problems.</p>
Specialist Knowledge & Skills	Detailed and thorough knowledge in a number of skill areas relating to the work area either through training or on-the-job experience.
Management Skills	<p>Requires skills in leadership, co-ordinating a team of employees, to motivate and monitor performance against work outcomes.</p> <p>Positions may lead small groups of employees at the work team level</p>
Interpersonal skills	Employees at this grade require effective communication skills to enable them to communicate with clients, other employees and members of the public in the resolution of matters of a moderately complex nature.
Qualifications & Experience	<p>Positions require thorough working knowledge and considerable experience of all work procedures in the relevant field.</p> <p>Qualifications may include:</p> <p>a) post-trade certificate</p> <p>Extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this grade.</p>

GRADE 6	
Responsibilities include:	Employees with responsibility for a larger work team, across multiple areas generally reporting to a more senior officer.
Plant Use:	<ul style="list-style-type: none"> • All plant / equipment relevant to the work area
Indicative Roles:	<ul style="list-style-type: none"> • Team Leader – Construction & Maintenance • Waste Water Technician
	In addition to duties in lower grade classifications
Authority & Accountability	<p>The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills.</p> <p>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.</p> <p>Positions provide direction to groups of employees in their workplace.</p>
Judgement & problem Solving	<p>Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.</p> <p>For supervisors, the work processes often require the quantification of the amount of resources needed to meet those objectives.</p> <p>Assistance available from more senior departmental staff in solving problems.</p>
Specialist Knowledge & Skills	Specialised knowledge in a number of skill areas relating to the more complex elements of work area either through training or on-the-job experience.
Management Skills	<p>Requires skills in leadership, co-ordinating teams of employees.</p> <p>Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and coordination to achieve specific outputs.</p>
Interpersonal skills	Persuasive communication skills are required to participate in discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.
Qualifications & Experience	<p>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.</p> <p>Qualifications may include:</p> <ul style="list-style-type: none"> a) Post trade certificate b) Post certificate qualifications <p>Extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this grade.</p>

APPENDIX B – INDOOR HOURLY RATES OF PAY & CLASSIFICATION CRITERIA

Indoor Levels and Rates of Pay		
<i>Level 1</i>	Trainee*	
<i>Level 2</i>	2.1	29.11
	2.2	29.99
	2.3	30.90
<i>Level 3</i>	3.1	31.87
	3.2	32.85
	3.3	33.83
<i>Level 4</i>	4.1	34.95
	4.2	36.08
	4.3	37.21
<i>Level 5</i>	5.1	38.57
	5.2	39.94
	5.3	41.30
<i>Level 6</i>	6.1	42.81
	6.2	44.33
	6.3	45.85
<i>Level 7</i>	7.1	47.53
	7.2	49.22
	7.3	50.89
<i>Level 8</i>	8.1	52.76
	8.2	54.62
	8.3	56.48
<i>Level 9</i>	9.1	58.56
	9.2	60.64
	9.3	62.70

*Trainee rates will be as per National Training Wage, or as otherwise approved by the CEO.

LEVEL 1 - TRAINEE	
GENERAL DUTIES	<ul style="list-style-type: none"> As per individual training agreements / contracts

LEVEL 2	
GENERAL DUTIES	<ul style="list-style-type: none"> Provision of routine information Understanding of established practices & procedures
Indicative Roles:	<ul style="list-style-type: none"> Customer Service Reception Administration Support
Authority & Accountability	<p>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.</p> <p>Work is monitored under supervision either individually or in a team environment.</p>
Judgement & problem Solving	<p>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.</p> <p>An employee may resolve minor problems that relate to immediate work tasks.</p>
Specialist Knowledge & Skills	Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses.
Management Skills	Not required at this level.
Interpersonal skills	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 & Experience	Completion of Year 12 and/or an appropriate traineeship program or similar work/skills.

LEVEL 3	
GENERAL DUTIES	<ul style="list-style-type: none"> • Perform tasks of a sensitive nature including the provision of more than routine information • Understanding of clear but moderately complex rules • Provision of assistance to other officers concerning established procedures.
Indicative Roles:	<ul style="list-style-type: none"> • Administration Officer including: <ul style="list-style-type: none"> ○ Works Admin ○ Development Admin ○ Corporate Services Admin
Authority & Accountability	<p>Responsible for completion of regularly occurring tasks with some elements of complexity.</p> <p>Works under established practices and procedures.</p> <p>May provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.</p>
Judgement & problem Solving	<p>The nature of the work is clearly defined with procedures well understood.</p> <p>Tasks performed falls within general guidelines with scope to exercise limited discretion in the application of established practices and procedures.</p> <p>Guidance is available from more senior staff.</p>
Specialist Knowledge & Skills	<p>Application of developed skills and knowledge acquired through on-the-job training or accredited external training over a number of months.</p> <p>Positions require demonstrated competence in administrative areas.</p>
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 & Experience	<p>Qualifications or relevant experience in accordance with the requirements of work at this level, with a thorough knowledge of work activities and procedural and operational methods of the work area.</p> <p>Qualification may include a Certificate III</p> <p>Knowledge and skills may be gained through on-the-job training</p>

LEVEL 4	
GENERAL DUTIES	<ul style="list-style-type: none"> • Establish goals, objectives and outcomes for own particular work program • Undertake moderately complex operational work • Supervision and guidance of lower classified officers • Assist staff with on-the-job training.
Indicative Roles:	<ul style="list-style-type: none"> • Senior Departmental Administration • Rates & Payroll • Executive Assistant • Community Development • General Inspector • Governance & Records Administration
Authority & Accountability	<p>Work performed is moderately complex and within general guidelines with limited guidance.</p> <p>May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.</p>
Judgement & problem Solving	<p>Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes with scope to exercise discretion in the application of established procedures.</p>
Specialist Knowledge & Skills	<p>Requires detailed knowledge and demonstrated competence in a number of key skill areas related to major elements of the job.</p> <p>Proficiency in the application of standardised procedures and practices.</p>
Management Skills	<p>Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures.</p> <p>Employees may supervise employees at the work team level.</p>
Interpersonal skills	<p>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.</p>
Qualifications & Experience	<p>Qualifications or considerable relevant experience in accordance with the requirements of work in this level.</p> <p>Qualifications may include Non-trades Certificate IV.</p> <p>Knowledge and skills may be gained through on-the-job training.</p>

LEVEL 5	
GENERAL DUTIES	<ul style="list-style-type: none"> • Establish work procedures for position • Responsible for reasonably significant project/s • Control of projects and/or programs • Assist in the preparation of budgets • Set outcomes for subordinate officers • Work may span more than one discipline.
Indicative Roles:	<ul style="list-style-type: none"> • Finance Coordinator • Construction Coordinator • Maintenance Coordinator
Authority & Accountability	<p>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.</p> <p>Positions provide local decisions & direction, leadership and on-the-job training to supervised employees or groups of employees.</p> <p>Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control.</p>
Judgement & problem Solving	<p>Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations to Senior Staff.</p> <p>For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives.</p> <p>Assistance may be readily available from other staff in the work area in solving problems.</p>
Specialist Knowledge & Skills	Comprehensive and thorough knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either gained through formal training programs or on-the-job training.
Management Skills	<p>Requires skills in leadership, co-ordinating a team of employees, to motivate and monitor performance against work outcomes.</p> <p>Positions may lead groups of employees at the work team level.</p>
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 & Experience	<p>Positions require thorough working knowledge and considerable experience of all work procedures in the relevant field for the application of technical or administrative skills.</p> <p>Qualifications may include Post-trade certificate and/or other post-secondary qualification below diploma or degree</p> <p>Extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.</p>

LEVEL 6	
GENERAL DUTIES	<ul style="list-style-type: none"> • High levels of skills and knowledge • Works under limited direction with high degree of autonomy • Control and coordination of a work area • Supervise & monitor contractors with high degree of complexity
Indicative Roles:	<ul style="list-style-type: none"> • Works Project Engineer
Authority & Accountability	<p>May be responsible for providing a specialised / technical service and for completing work of a complex nature.</p> <p>May make internal and external recommendations which represent the employer to the public and/or other organisations.</p> <p>Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control.</p>
Judgement & problem Solving	<p>Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations.</p> <p>Typical judgements may require variation of work priorities and approaches; some creativity and originality may be required.</p> <p>Precedent is available from the employer's internal sources, and assistance is usually available from Senior Staff.</p>
Specialist Knowledge & Skills	<p>Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.</p>
Management Skills	<p>Technical and administrative employees at this level may manage complex projects which may involve employees in lower levels and / or other resources.</p>
Interpersonal skills	<p>Advanced skills to communicate in both verbal and written format with employees in lower levels and the public.</p> <p>Employees in this level are expected to write detailed and non-standard reports and correspondence in their field of expertise.</p>
Qualifications & Experience	<p>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.</p> <p>Less formal qualifications may be acceptable with acquisition of considerable skills and a combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>

LEVEL 7	
GENERAL DUTIES	<ul style="list-style-type: none"> • Management of a work area at a higher level of ability • Management of service delivery • Operate as a senior specialist • Little or no professional direction • Authority to implement change in area of responsibility.
Indicative Roles:	<ul style="list-style-type: none"> • Senior Management
Authority & Accountability	<p>Provide expert or specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters including contributing to policy development.</p> <p>Provide a specialist service in the completion of work and/or major projects of a highly complex nature (composed of many parts that may be more conceptual than definite).</p>
Judgement & problem Solving	<p>Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes.</p> <p>The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent.</p> <p>Decision making requires analysis of data to reach decisions and/or determine progress.</p>
Specialist Knowledge & Skills	<p>Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve complex issues.</p>
Management Skills	<p>Employees at this level may manage complex projects or areas involving people and other resources.</p> <p>Employees should demonstrate strong leadership qualities.</p>
Interpersonal skills	<p>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.</p>
Qualifications & Experience	<p>Considerable practical experience or skills training is required to effectively control key elements of the job.</p> <p>Formal qualifications in the form of a degree or diploma together with acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard.</p> <p>Less formal qualifications may be acceptable with acquisition of considerable skills and a combination of experience, expertise and competence sufficient to perform the duties required at this level</p>

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

LEVEL 8	
GENERAL DUTIES	<ul style="list-style-type: none"> • Management of a significant work area • Provide authoritative advice and/or policy advice to Directors, CEO / Council. • Manage human, financial & technical resources • Works under contracted conditions
Indicative Roles:	<ul style="list-style-type: none"> • Executive Management
Authority & Accountability	<p>Accountable for the effective management of major sections of the organisation.</p> <p>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.</p> <p>The position's influence would have an important role in the overall performance of the function.</p>
Judgement & problem Solving	<p>Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans.</p> <p>At this level, the position may represent management or the employer in the resolution of problems.</p>
Specialist Knowledge & Skills	<p>Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues within Council or major functions within a department.</p>
Management Skills	<p>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.</p> <p>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.</p>
Interpersonal skills	<p>Interpersonal skills in leading and motivating staff will be required at this level.</p> <p>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.</p> <p>Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.</p>
Qualifications & Experience	<p>Employees will have a relevant degree or equivalent with extensive practical experience.</p> <p>Less formal qualifications may be acceptable with acquisition of considerable skills and a combination of experience, expertise and competence sufficient to perform the duties required at this level</p>

*District Council of Lower Eyre Peninsula
Enterprise Bargaining Agreement 2021 - 2024*

LEVEL 9	
GENERAL DUTIES	<ul style="list-style-type: none"> • Reports directly to the CEO • Responsible for the performance and activities of the Department • Works under contracted conditions
Indicative Roles:	<ul style="list-style-type: none"> • Director or Equivalent
Authority & Accountability	<p>Makes determinative decisions and is accountable under delegated authority.</p> <p>Influences day-to-day and/or strategic direction of a department.</p> <p>Leads policy development and implementation.</p>
Judgement & problem Solving	<p>Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information.</p> <p>High level of independence in determining direction and approach to issues.</p>
Specialist Knowledge & Skills	<p>Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.</p>
Management Skills	<p>Application of highly developed management skills to establish and/or monitor goals and objectives.</p> <p>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.</p> <p>Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p>
Interpersonal skills	<p>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.</p>
Qualifications & Experience	<p>Positions require a relevant degree or equivalent, extensive knowledge and practical experience in the field and management experience.</p>

APPENDIX C – ALLOWANCES

The allowance rates set below will be subject to a percentage increase in the first full pay period following 1st July annually as negotiated under this agreement and rounded to the nearest \$0.10 increment.

By accepting the allowances outlined below, employees are required to be in a State of Readiness (as outlined in Clause 1.2 – Definitions of this agreement).

DESCRIPTION	Details	Amount*	Frequency
COMMUNITY WASTEWATER MANAGEMENT SYSTEM (CWMS) ON CALL ALLOWANCE	Allowance	\$55.00	Per Saturday Per Sunday Per Public Holiday / Roster Day off
PORT LINCOLN AIRPORT ON CALL ALLOWANCE	Allowance	\$55.00	Per Saturday Per Sunday Per Public Holiday / Roster Day off
GENERAL INSPECTOR	Allowance	\$55.00	Per Saturday Per Sunday Per Public Holiday
WEEKDAY AFTER HOURS ON CALL	Allowance	\$10.00	Per weekday (excluding Rostered Days Off)

All employees undertaking the duties listed above must have completed any training or have in place delegations related to the performance of that role.