

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-19-01328

Applicant Tatiara District Council , Josie Verco , Heather Mewett , Karen Drabsch
, Amalgamated ASU (SA) State Union

Other parties

Orders - Approval of Enterprise Agreement

Tatiara District Council Municipal Officers Workplace Agreement 2019

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 2 December 2019, and shall have a nominal life extending until 30 June 2022.

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

Commissioner Cairney

02 Dec 2019

DOC_BUILDER_ENTERPRISE_AGREEMENTS





TATIARA DISTRICT COUNCIL

Municipal Officers

Workplace Agreement 2019

CLAUSE 1 – TITLE

This Agreement shall be known as the Tatiara District Council Municipal Officers Workplace Agreement 2019.

CLAUSE 2 - ARRANGEMENT

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CLAUSE 3 - DEFINITIONS

- “Act” shall mean the *Fair Work Act 1994 (SA)* as amended from time to time.
- “Agreement” - means the *Tatiara District Council Municipal Officers Workplace Agreement 2019*.
- “Award” - means the *South Australian Municipal Salaried Officers Award*.
- “Consultation” - is a process, which will have regard to employee's interests in the formulation of plans that will have a direct impact on them. It provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- “Council” and “Employer” - means the Tatiara District Council.
- “Continuous Service” – is defined as the period of Local Government employment within Australia, so long as the period was continuous and is consistent with 'continuity of service' as defined with the Local Government Act.
- “CPI” – means the “Consumer Price Index” as calculated and posted by the Australian Bureau of Statistics. For the purposes of this agreement, CPI calculation will be based on statistics for Adelaide for the year ended as of 31st March, posted in April.
- “Employer” - means the Tatiara District Council.
- “Employee” means an employee employed pursuant to this Agreement.
- “Partner” for the purposes of Clause 23 means a partner in either a marriage or de facto relationship. The partner may be of the same or the opposite gender.
- “Permanent Employee” – shall mean either a permanent full-time or permanent part-time employee pursuant to this Agreement.
- “Salary” – shall mean total income including superannuation payment, use of motor vehicle (where it is in lieu of overtime worked or part of salary package), regular overtime and regular shift penalties and allowances.
- “Significant Impact” - shall mean termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations, and the restricting of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.
- “Technical Positions” – refers to the Director Infrastructure & Operations and other staff employed under the Agreement to supervise employees employed under the *Local Government Employees Agreement*.
- “Union” - means the Amalgamated ASU (SA) State Union known as the Australian Services Union (ASU).
- “Union Workplace Representative” – shall mean an ASU member or members elected by the membership from the membership appointed under the rules of the Union, whose role is to effectively represent the interests of members on any consultative committee.

CLAUSE 4 - PARTIES BOUND

4.1 This Agreement shall be binding upon:

- The Tatiara District Council (the employer), and
- Employees of Tatiara District Council employed pursuant to the *SA Municipal Salaried Officers Award* other than those excluded by clause 4.2.

- The Amalgamated ASU (SA) State Union in respect of its members employed at Tatiara District Council
- 4.2 This Agreement excludes the Chief Executive Officer and any employees who have negotiated Common Law Contracts.:

CLAUSE 5 - OBJECTIVES OF THE AGREEMENT

The agreement aims to develop and support a flexible workforce and management structure committed to the continued improvement of productivity and efficiency within the Tatiara District Council.

5.1 Council has adopted a Vision and Corporate Objectives:

- **OUR VISION**– Shaping a sustainable future by realising the potential of our people and region.
- **OUR MISSION** - To make the Tatiara a better and safer place in which to live, work and visit.
- **OUR VALUES**
 - We value rigorous debate conducted by well-informed Council members.
 - We facilitate socially and environmentally responsible development.
 - We will display leadership and reflect community aspirations.
 - We believe in transparency and accountability.
 - We value respect, loyalty and integrity.
- **STRATEGIC OBJECTIVES**
 - A Safe and Connected Community
 - Infrastructure & Assets
 - Economic Development
 - Natural Environment & Sustainable Living
 - Governance & Leadership

5.2 The continued success of this Council and the well-being of employees depend on a shared commitment from the employer and employees.

This agreement is designed to support Council's corporate strategic plans, as amended from time to time. It is based on the need to retain maximum flexibility to adapt to the rapidly changing and unpredictable environment and to continuously improve work practices, while striving to serve the community in the best way possible.

Council and all employees therefore commit to:

- Complying with the Council Values, and, endeavouring through their work to help achieve Council's Vision, Mission and Strategic Objectives.
- Continuing the process of continuous improvement. This may be achieved through the following strategies:
 - Continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of Council
 - Promote open and honest communication in all aspects of Council operations.
 - Developing service standards, key performance indicators and implementing continuous improvement initiatives;
 - Encourage all employees to continually review job processes and promote job redesign, including use of alternative equipment, as a means to achieving efficiency and productivity in the work place.
 - Improving work practices and reducing waste, lost time and absenteeism;
 - Sustaining and building on our high standards of occupational health, safety and welfare;
 - Continued commitment to access training and skills development opportunities so that employees have enhanced career paths and can best meet the changing needs of Council.

5.3 Customer Service

Council and its employees are committed to providing high quality service to its customers. Customers include ratepayers, members of the community, councillors and all Council employees.

CLAUSE 6 - PERIOD OF OPERATION

- 6.1 This Agreement will come into operation from the date of approval by the South Australian Employment Tribunal. The nominal expiry date of this Agreement is 30 June 2022.
- 6.2 The terms and conditions contained in the Agreement will continue to be applied beyond the nominal expiry date until the parties enter into a new agreement to cover the terms and conditions of employment for employees covered by this Agreement.
- 6.3 This Agreement will be reviewed and renegotiated during the final six (6 months) of the Agreement.

CLAUSE 7 - RELATIONSHIP TO CURRENT AWARD

- 7.1 This Agreement supersedes the *Tatiara District Council Municipal Officers Enterprise Agreement of 2016*.
- 7.2 This Agreement shall be read and interpreted wholly in conjunction with the *South Australian Municipal Salaried Officers Award*, provided that where any inconsistency exists between the Agreement and the Award, the Agreement shall take precedence.

CLAUSE 8 - WORKPLACE CONSULTATIVE COMMITTEE

The parties agree that the constructive structure for monitoring the operation of this Workplace Agreement and meeting concerns and/or disputes is the Workplace Consultative Committee.

- 8.1 The Workplace Consultative Committee shall consist of:
- Up to three (3) employer representatives of the Tatiara District Council nominated by the CEO.
 - Three (3) employee representatives of the Council elected by and from the employees covered by this agreement.
 - The Workplace Consultative Committee may request assistance from anyone who may improve its role (non-voting member).
- 8.2 The role of the Workplace Consultative Committee shall be:
- Monitor the operation of the Agreement on an as needs basis.
 - Provide a forum of information flow between the employer and employees.
 - Hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - Consider issues deemed to be of significant impact to employees' interests.
 - Investigate a matter or grievance brought to the Committee about the operation of this agreement which may have an adverse impact on an employee's work.
 - Act as a consultative forum to assist in the development of the processes and procedures in relation to workplace change.
 - Monitor the implementation of workplace change and endeavour to assist in the resolution of any disputes or difficulties which may arise.
- 8.3 Having regard to the role for which it is established, the Workplace Consultative Committee shall:
- Reach decisions by consensus where possible. All decisions shall operate as recommendations.
 - Meet six-monthly during the life of this agreement, or as required.

CLAUSE 9 - EMPLOYEE PROTECTION

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration and benefits provided by the employer applicable at the time of signing of the Agreement; such as hours of work, annual leave, long service leave, etc.; as provided for in the *South Australian Fair Work Act 1994* or other legislation.

CLAUSE 10 - EMPLOYMENT SECURITY

10.1 Amalgamation

- 10.1.1 Where an amalgamation or federation between the Tatiara District Council and one or more other councils is being considered, the employees and the Union shall be informed of the nature of the changes being considered at the earliest opportunity.
- 10.1.2 Prior to any amalgamation of councils, and at the earliest practical time, Council agrees to commence discussions with its employees covered by this Agreement.
- 10.1.3 The employer shall ensure that the conditions of employment in a new amalgamated council shall not disadvantage the employees covered by this Agreement.

10.2 Job Security

- 10.2.1 There shall be no forced redundancies as a result of any change process either internally or through arrangements with other councils during the life of this Agreement. Redeployment, natural attrition and voluntary redundancies shall be the only means of adjustment in those situations where the Council no longer requires positions.

10.3 Redeployment of Council Employees

- 10.3.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre deployment position.
- 10.3.2 Where redeployment occurs, employees will be redeployed into a position at their existing classification level and held at that level for one year. At the conclusion of one year, if the redeployment position is deemed to be at a lower level, salary maintenance at the existing rate of pay shall continue but shall exclude any future State Wage Case adjustments and Workplace Agreement increases until such time as the remuneration from the former position equals that of the classification of the new redeployment position. Thereafter, normal salary increases shall apply.
- 10.3.3 Employees affected by redeployment shall, as a matter of priority, be provided with training to assist them in the new position.
- 10.3.4 Where a position is identified as being redundant, the employee may seek a voluntary separation package, however, subject to the provisions of 10.3.1 herein, any offer of a voluntary separate package shall be at the discretion of Council. The terms of such package shall be as provided for in sub-clause 10.4 herein.

10.4 Voluntary Separation Package

Should an employee be offered a voluntary separation package, such package shall comprise:

- 10.4.1 The payment of ten (10) weeks pay (based on total salary) in lieu of notice;
- 10.4.2 A redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in Local Government and 25% of one (1) week's remuneration per completed month of the remainder, being to a maximum of 104 weeks in total.
- 10.4.3 The amount of the voluntary separation package shall be determined by the salary immediately prior to separation, as per the definition contained in Clause 3 "Salary".
- 10.4.4 The employer will pay all costs, on production of receipts, for outplacement counselling to assist the employee receiving the voluntary separation package to find alternative employment.
- 10.4.5 The employer shall apply to the Deputy Commissioner for Taxation to have the separation package paid pursuant to this Clause approved as a bona fide redundancy payment or early retirement scheme benefit under the relevant sections of the Income Tax Assessment Act.

CLAUSE 11 - EMPLOYEE RELATIONS

11.1 General

- 11.1.1 All parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- 11.1.2 The parties agree consultation is viewed as essential to any change. Council recognises the need for commitment of employees to achieve effective improvements in productivity and efficiency.
- 11.1.3 Council is committed to ensure that there is an opportunity for employees to be involved and express their opinions before changes occur which are likely to have an impact on the workplace and their jobs and is therefore committed to the consultation process.
- 11.1.4 After consulting with the employees and taking into consideration all points, issues and concerns raised, Council will determine the most appropriate course of action taking into consideration the long term interests of the organisation and employees.
- 11.1.5 The parties agree that participation by employees is vital in decisions, which involve work methods and arrangements. This is to ensure that employees are able to contribute their particular knowledge and understanding to improve operations and to engender a sense of commitment through the ability of employees to influence matters which affect the way work is done.

11.2 Employment Categories

11.2.1 Appointment and Probation:

- (a) All employees shall be on probation for a term of three (3) months from initial engagement with the employer.
- (b) At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- (c) In the light of the assessment, the probationary period of the employee on probation may be extended up to a term of six (6) months and the employee shall be provided with a copy in writing of the assessment.
- (d) Should the probationary period be extended beyond three months, regular monthly assessments shall be made.
- (e) In the event of an adverse assessment being made an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.
- (f) All decisions to confirm or not to confirm employment and to extend the probation period, must be concluded before the expiry of the probation period.

11.2.2 Casual Employment:

- (a) An employee engaged for a period of 1,000 hours or less in any one year (measured from the anniversary date of the employee's commencement of employment), may be engaged as a casual on an hourly contract of employment, and such employee shall be entitled to be paid a loading of twenty-five per cent, in addition to the appropriate ordinary time hourly rate prescribed under the Agreement for the normal duties involved.
- (b) The 25% loading, as varied by the South Australian Employment Tribunal, compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.

- (c) A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work, or in excess of the ordinary hours of work provided for under clause 20 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate, which includes the casual loading.

11.2.3 Part Time Employees:

- (a) Any employee employed on less than the established full time hours for the enterprise may be engaged as a part time employee.
- (b) Part time employees will have agreed hours of work, however, by mutual agreement these hours may be varied from time to time to provide the flexibility to address changing operational needs.
- (c) Where a part time employee agrees to vary their hours, the following parameters will be applied:-
 - (1) Employees may work up to 38 hours per week within the normal span of hours without attracting overtime penalties.
 - (2) All work performed in excess of 38 hours per week will be worked within the flexible hours arrangements as specified in clause 11 above.
- (d) Subject to suitability and whenever practicable, existing employees shall in the first instance be offered additional hours.
- (e) A part-time employee shall be required to work the equivalent hours as a full-time employee works within a 12-month period in order to qualify for incremental progression within the classification level.

11.2.4 Fixed Term Employment:

- (a) The employer may engage an employee for a fixed term contract of employment to undertake a specific project, or work of a limited duration, or where employment is being facilitated by funding from an external source.
- (b) The employer may engage an employee in circumstances other than those provided for in 11.2.4(a) where the employee agrees to employment for a fixed term.
- (c) A written agreement setting out the terms and conditions of the contract including the nature of the duties and the position's classification (such position to be evaluated in accordance with the classification criteria attached at Appendix 1) shall be signed by the employer and the employee.
- (d) A fixed term contract is a common law contract that is enforceable through the Magistrates Court. The fixed term contract must be superior to the entitlements outlined in this agreement.

11.2.5 Notice of Termination by an Employee

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

11.2.6 Training Wage Arrangements

The employer will comply with the terms as set out in Schedule 5 of *South Australian Municipal Salaried Officers Award*. Council will pay as a minimum the pay rates set out in that schedule, increased by the % that the General Officers pay rate for Level 1 Year 1 of this Agreement is above Level 1 Year 1 of the Award.

11.2.7 Supported Wage System

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

11.2.7.1.1 "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".

11.2.7.1.2 "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

11.2.7.1.3 "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 as amended from time to time, or any successor to that scheme.

11.2.7.1.4 "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

11.2.7.2 Eligibility Criteria

11.2.7.2.1 Employees covered by this Agreement will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity, and who meet the impairment criteria for receipt of a Disability Support Pension.

11.2.7.2.2 The Agreement does not apply to any existing employee who has a claim against the employer that is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

11.2.7.2.3 The Agreement does not apply to employers in respect of their facility, program, undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect of an organisation which has received recognition under Section 10 or under Section 12A of the *Disability Services Act*, or if a part only, has received recognition of that part.

11.2.7.3 Supported Wage Rates

11.2.7.3.1 Employees to whom this Agreement applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work, which the person is performing according to the following schedule:

Assessed Capacity as per sub-clause 11.2.4	Percentage of Prescribed Agreement Rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%

60%	60%
70%	70%
80%	80%
90%	90%

Note: The minimum amount payable shall be not less than 10% of the applicable rate for Tatiara District Council Employee Year 1 per week.

- Where a person's assessed capacity is 10% they shall receive a high degree of assistance and support.

11.2.7.4 Assessment Capacity

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

- a) The employer and a union party of the Agreement, in consultation with the employee, or if desired by any of these;
- b) The employer and an accredited Assessor from a panel agreed by the parties to the Agreement and the employee.

11.2.7.5 Lodgement of Assessment Instrument

11.2.7.5.1 All assessment instruments under the conditions of this Agreement, including the appropriate percentage of the Agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of SAET.

11.2.7.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a Union is party of the Agreement, and is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the registrar within ten (10) working days

11.2.7.6 Review of Assessment

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

11.2.7.7 Other Terms and Conditions of Employment

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

11.2.7.8 Workplace Adjustment

The employer when employing a person under the provisions of this Agreement shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other employees in the area.

11.2.7.9 Trial Period

- 11.2.7.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this Agreement for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- 11.2.7.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for continuing employment.
- 11.2.7.9.3 The amount payable to the employee during the trial period shall be 10% of Tatiara District Council Employee Grade 1 per week or such greater amount as is agreed from time to time between the parties (taking into account the Centrelink income test free area for earnings) and inserted into this Agreement.
- 11.2.7.9.4 Work trials should include induction or training as appropriate to the job being trialled.
- 11.2.7.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under sub-clause 11.2.7.4 of this Agreement.

CLAUSE 12 - DISPUTE RESOLUTION

12.1 General

The following procedure will be used in the event of a dispute arising between the employer and employee about any aspect pertaining to their work:-

- 12.1.1 Where an employee is unhappy about a decision that has affected him or her, or the employee believes that he or she has not been dealt with in a fair or equitable manner, the employee(s) and/or their nominated workplace representative will contact the relevant Director and attempt to settle the issue at that level.
- 12.1.2 If the issue is unable to be settled, the employee(s) and their nominated representative will meet with the Chief Executive Officer.
- 12.1.3 If the matter remains unsettled, the employer and employee may seek resolution, within jurisdictional parameters, through either the South Australian Employment Tribunal or an alternative dispute resolution provider.

12.2 Workplace Consultative Committee

Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:

- 12.2.1 Any dispute shall be notified to the Workplace Consultative Committee, which shall assist in resolving the matter through investigating the issue(s), examining the intent of the operation of such clause found to be in dispute, agree on its correct application, where possible, and make recommendations for action by the Chief Executive Officer.
- 12.2.2 If matters remain unresolved, employee(s) shall in the first instance seek to resolve any dispute with the Chief Executive Officer. Conversely, the Chief Executive Officer shall seek to resolve any dispute directly with the employee(s) concerned. The employee may seek to have representation in any discussions by a person of their choice.
- 12.2.3 If the issue remains unresolved, either party may refer the matter to an Alternative Dispute Resolution provider for resolution, or the South Australian Industrial Relations Commission for mediation, conciliation and, if necessary, arbitration. Both parties shall endeavour to have a hearing as soon as possible. The parties recognise that they may exercise their right to appeal the decision.

12.3 Agreement Access

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

CLAUSE 13 - MULTI-SKILLING

The parties recognise it is desirable for employees to familiarise themselves with the duties of other employees.

Employees will continue this practice, which allows them to readily take on such duties whilst other employees are on leave or for other purposes, subject to the employee having the prerequisite skills and knowledge to perform the duties and occupational, health and safety requirements being met.

CLAUSE 14 - WORKING SUPERVISORS

14.1 The parties recognise that the normal role for a Supervisor under this agreement does not include the continuous performance of "hands-on" work. Accordingly, the parties accept that a supervisor will not (as part of normal duties) perform physical "hands-on" work of an employee not covered by this agreement.

14.2 Under the following circumstances however the parties agree that a Supervisor may carry out work not covered by this agreement:

- (i) In any unforeseen and pressing situation where there is no skilled employee to perform the work,
- (ii) In an emergency situation, to the extent of making the situation safe,
- (iii) Where additional physical assistance is required and the employees in the affected work area are properly consulted.

CLAUSE 15 – TRAINING AND TRAVEL TO CONFERENCES/TRAINING COURSES

The parties recognise the need to maintain and increase the level of training and development currently provided at all levels within the Council by:

- o Council shall allocate 3% of the staff wages covered by the Agreement per annum towards training staff.
- o Council committing to enhancing skills of its workforce through the provision of training, support and encouragement to all employees wishing to or undertaking work related training or study;
- o Council ensuring that all employees are provided with a fair and equitable opportunity to attend training courses and work related study lectures or examinations;
- o Encouraging and supporting employees to attend courses (certificate or otherwise) as a means of continuous career and skills development.

15.1 Employees undertaking a course of study shall be permitted time off with pay of up to five (5) hours per week (including travelling time) to attend lectures and/or examinations and such time as is necessary for practical training in normal working hours subject to the following provisos: -

15.1.1 That such courses are appropriate to Local Government;

15.1.2 That such courses and the method of undertaking such courses are approved and authorised by the Chief Executive Officer.

15.1.3 Following consultation between management and interested employees, reasonable opportunity will be given to employees to attend appropriate courses conducted by approved training providers.

15.2 Fees for these courses will be paid by Council, subject to the provisions of 16.4 and 16.8.

- 15.3 Employees undertaking courses of study by correspondence shall be permitted time off with pay of two hours per week per subject for the purpose of completing exercises, assignments which are essential to the course and such time as is necessary for practical training and examinations at the approval of the Chief Executive Officer.
- 15.3.1 Time off for training should not interfere with the efficient day to day functioning of the office and will be granted at a time convenient to the workplace.
- 15.4 Where an employee is approved by Council to undertake a course of study, Council will pay 50% of the course fee (on the basis of each semester or module) at the beginning of the semester or module, and reimburse the employee the remaining 50% of the course fee on satisfactory completion of each semester or module (as applicable and as agreed in a letter giving approval).
- 15.4.1 If the course is held outside of the Tatiara District Council area, a Council vehicle will be made available for travel where possible, or if not, the cost of travel shall be met, or the employee reimbursed for his/her own vehicle at the rate of reimbursement outlined in the Agreement.
- 15.4.2 On production of receipts Council will reimburse the cost of textbooks to a ceiling of \$100 per annum.
- 15.5 Where staff are required to undertake a training course, e.g. Lifeguard update, and the training is provided locally, employees will only be paid travel costs and the time taken from their normal place of residence to where the training is being undertaken, e.g. Keith to Bordertown. If the employee chooses to undertake the training at an alternative location, they will not be paid travel, accommodation or any additional time taken to attend the training, unless they have a legitimate reason for not being able to attend the local course.
- 15.6 As a means of providing greater flexibility in the provision of training and development opportunities, and subject to agreement by individual employees, time spent at approved training programs conducted on a Saturday or other agreed times outside of ordinary hours will be paid at ordinary time or taken as time in lieu.
- 15.7 An employment bond will be the subject of a prior written Agreement between the Council and any employee who is granted study leave over a long period, e.g., degree, diploma etc. The terms of the Agreement will be consistent for employees and be developed by Council prior to the granting of any leave under this sub clause.
- 15.8 Council will fund a study or training course to a maximum of \$2,500 per annum per employee, increasing annually in line with CPI.
- 15.9 A Council vehicle will be made available wherever possible. If a vehicle is available, but the employee prefers to use his/her own vehicle, Council will reimburse the cost of the fuel to travel to and from the venue. If a Council vehicle is not available, then the rates set by the Australian Taxation Office for travel allowance shall be paid.
- 15.10 Unless negotiated otherwise all travelling time on authorised Council business (conferences, training, meetings etc.) shall be taken as TOIL at ordinary rates. This time shall not count as part of the 30 hours overtime.
- 15.11 Any employee covered by a written employment agreement that provides for compensation through a suitable employment package is not covered by this clause.
- 15.12 An annual review with all employees will be conducted to ascertain current and future training needs and an agreed training and development program formulated. This shall be included as part of the annual performance appraisal process.
- 15.13 Appropriate training will be provided as required when changes to work practices are introduced.
- Refer to Travel and Accommodation policy for reimbursement of meals and accommodation rates.

CLAUSE 16 – RESOURCE SHARING

Council and employees express an ongoing commitment to the concept of resource sharing with other organisations and Local Government bodies in an endeavour to maximise the efficient utilisation of human, financial and material resources of the Council in all areas of service and operation.

No employee shall suffer any reduction in remuneration or benefits, either actual or accrued; as a result of resource sharing as it relates to this Agreement.

CLAUSE 17 - CORPORATE UNIFORM

- 17.1 Both parties recognise that a corporate uniform projects a professional image for the Council and promotes employee pride towards personal presentation to the general public. Employees undertake to wear and maintain their corporate uniform in a presentable manner, at all times, as per Uniform Policy.
- 17.2 Each newly appointed employee working more than 30 hours per week shall, on completion of a probationary period, be eligible for the full subsidy of \$605 (six hundred and five dollars) including GST towards the cost of a new corporate wardrobe. Employees working more than 15 hours but less than 30 hours shall receive 75% of the full subsidy, and employees working less than 15 hours shall receive 50% of the full subsidy.
- 17.3 Council shall provide an annual subsidy for each employee working in excess of 30 hours per week of \$470 including GST for renewal of such corporate wardrobe on the first day of July each year. Part-time employees shall receive either 75% or 50% of this amount in accordance with the formula set out in sub-clause 18.2.
- 17.4 Temporary and casual staff will not be expected to wear uniforms and will not be eligible for any reimbursement, unless approved by the CEO.
- 17.5 Should fixed term contract staff wish to wear the corporate uniform, with approval by the CEO, they shall be provided with financial assistance as per Clause 18.2 and 18.3, provided the contract term of employment is for a period of twelve months or greater.
- 17.6 Where the annual subsidy is not spent in any one year, it can accrue up to a maximum of \$840.
- 17.7 Allowances are adjusted annually each July by CPI (based on the previous March quarter index prices for Adelaide).
- 17.8 The Council shall purchase the corporate wardrobe for each employee. Employees shall reimburse Council within three months of purchase where the cost of the uniform is greater than the subsidy.

CLAUSE 18 - HOURS OF WORK

- 18.1 The parties agree to continue a nineteen (19) day month (4-week working cycle) within the life of this Agreement. This condition will apply to all full time staff, with the exception of Supervisors who are required to work a nine (9) day fortnight.
- 18.2 Full Time Staff working a 19-day month are entitled to 12 rostered days off per year (time is booked out at 20 days at 7.6 hours rather than 19 days at 8 hrs). One (1) RDO to be taken each month, with the RDO being determined for a yearly period for each employee following consultation between the employee, their Department workgroup and their Manager/Director. Such day off will be taken at a time selected to ensure that sufficient staff are available at all times to carry out daily duties without the need for additional staff.

Supervisors who work a 9-day fortnight (76) hours) are entitled to one (1) RDO per fortnight (each day is booked out as to what they work, i.e. eight days at 8.5 hrs and one day at 8 hrs).

Where an RDO cannot be taken on the scheduled date due to public holidays, or as a result of negotiation between the employee and their Manager/Director which recognises the needs of the employee and the organisation, the RDO will be taken at a mutually convenient time, and unless being banked for taking during the Christmas/New Year close down, they shall be taken within two

months of when the RDO was initially due. A maximum of three RDO's can be banked but only with the approval of the relevant Manager/Director.

- 18.3 The ordinary hours of work for a fulltime employee shall be one hundred and fifty-two hours (152) over a four (4) week cycle. The span of ordinary hours shall be 7.00am to 7.00pm Monday to Friday for all employees other than:
- Employees based at the Bordertown and Keith Depots where they shall be 6.00am to 6.00pm;
 - Casual Swimming Pool Staff, where they shall be 6.00am to 8.00pm.
- 18.4 The normal working hours for:
- Office based employees will be 8.30am to 5.00pm, Monday to Friday.
 - Depot based employees will be 7.00am to 4.00pm, eight (8) days per fortnight and 7.00am to 3.30pm every second Friday.
 - Library based employees work a range of hours, which include 8.30am to 5.30pm on Mondays, Tuesdays and Fridays, 8.30am to 6.00pm on Wednesdays and Thursdays, and 9.30am to 11.30am on Saturdays.
 - Visitor Information Centre employees will be from 11.30am to 2pm on Saturdays and 10.00am to 2pm on Sundays and Public Holidays (except Christmas Day and Good Friday).
 - Employees shall be entitled to an unpaid break of a minimum of half an hour to be taken between the hours of 12noon and 2.00pm.
 - A morning tea break of fifteen (15) minutes may be taken away from the work station and will be counted as working time.
No provision is made for an afternoon tea break.
 - Casual canteen staff at the Council Pools will vary and will depend upon weather conditions, especially temperature.
- 18.5 Notwithstanding 18.3 above, where an officer is required to attend evening or night Committee and/or Council meetings, the employee and the Chief Executive Officer will agree on an arrangement for payment or time-in-lieu for hours worked. Such arrangement shall be committed in writing and be based on ordinary rates for time worked up to 7.00pm, Monday to Friday.
- 18.6 The parties recognise that employee's lives, obligations and commitments extend beyond the workplace and vary from employee to employee. Workloads also vary, sometimes in unpredictable ways, and as a consequence the parties commit to the use of flexible working hours arrangements.
- Management and employees agree to negotiate any changes to employee's ordinary working arrangements to suit a short-term organisational requirement or personal need. Such agreements will be in writing and signed by both the employee and their Manager/Director or Chief Executive Officer specifying the terms and the reason for the arrangement.
- 18.7 Employees will record hours worked as required by the Chief Executive Officer.
- 18.8 Any employees covered by a written employment agreement that provides for compensation through a suitable employment package are not covered by this clause, except, where relevant, for the requirement to record hours worked pursuant to sub-clause 19.7 herein.
- 18.9 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

CLAUSE 19 – OVERTIME/TOIL

- 19.1 Both parties recognise the need for flexible and increased hours of work during peak times. Peak times are periods of increased work demands.
- 19.2 Any change to normal working hours shall be by agreement between the employee and the employer with additional hours worked in accordance with operational requirements as: -
- 19.2.1 Time off in lieu on a time for time basis; OR
 - 19.2.2 Approved Overtime.
- 19.2 Work carried out from Monday to Friday inclusive shall invoke overtime payments of time and a half for the first three (3) hours, and double time thereafter if work is performed:
- 19.2.3 In excess of the ordinary hours of duty per week, or

- 19.2.4 Outside of the span of hours, or
- 19.2.5 Exceeding the normal hours of work on any day.
- 19.3 Time, other than ordinary hours covered by Clause 20.5 and Clause 21, worked:
 - 19.3.1 On a Saturday before noon shall be paid for at the rate of time and one half for the first three (3) hours, and double time thereafter;
 - 19.3.2 On a Sunday or afternoon on Saturday shall be paid for at double time;
 - 19.3.3 On a Public Holiday, shall be paid for at double time and one-half, provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.
- 19.5 Work at the Bordertown and Keith Public Swimming Pools
 - 19.5.1 "Pool Work" - Definition – pool work includes a range of duties, including manning the canteen, Swimming Instructors, Pool Managers, and issuing tickets for pool admission carried out during the period November to March.
 - 19.5.2 Staff who carry out pool work at either the Bordertown Pool or Keith Pool shall be covered by the following arrangements during the swimming season:
 - 20.5.2.1 The ordinary working hours can be worked over any of the seven days of the week with weekend and public holiday work to be covered by clauses 19.5.2.2, 19.5.2.3 and 19.5.2.4.
 - 20.5.2.2 A 50% loading will be paid for all work carried out on a Saturday.
 - 20.5.2.3 A 50% loading will be paid for time worked on a Sunday.
 - 20.5.2.4 A 150% loading will be paid for time worked on a Public Holiday.
- 19.6 Notwithstanding clause 19.2 and 19.3, the first 30 hours of overtime carried out in a 12-months period shall be compensated at ordinary rates. Any overtime worked over 30 hours per year will be paid as per clause 19.2 and 19.3. All time under this clause will be paid out on a fortnightly basis.
- 19.7 The TOIL bank should not exceed 38 hours and the bank shall be cleared by 30 June each year or at a time agreed by the employee and his/her Manager/Director.
- 19.9 This Clause (20) shall not apply to employees in receipt of negotiated employment packages or those who have private use of a Council vehicle to compensate them for overtime.

CLAUSE 20 – PENALTY RATES ON ORDINARY TIME

- 20.1 Employees who work on a Monday to Friday (both inclusive), and as part of their ordinary hours of duty regularly perform work prior to or after the span of hours as listed in Clause 19.3, shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 20.2 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday, while Saturday and Sunday to finish at midnight on those respective days.
- 20.3 Employees working on public holidays as part of their ordinary hours may elect to receive:
 - (a) 150% in addition to their ordinary time rate of pay; or
 - (b) 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 20.4 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.
- 20.5 The penalty provisions of this sub-clause will not apply to supervisory staff nor to Swimming Pool staff.
- 20.7 These provisions are not intended to alter or affect rostered hours or TOIL arrangements.
- 20.8 This clause (21) shall not apply to employees in receipt of negotiated employment packages or those who have private use of a Council vehicle to compensate them for overtime.

CLAUSE 21 - CALL OUTS

- 21.1 Employees required to return to work or who are called back to work, including Saturdays, Sundays and Public Holidays, will be remunerated at a rate of time and a half for a minimum of two hours. All time worked in excess of two hours shall be paid at a rate of double time. An employee may choose the option to take the hours worked as time off in lieu, at the equivalent penalty rates.
- 21.2 In emergency situations and only by mutual agreement, employees, if available, may be called back to work whilst on annual leave. In such situations the employee will be remunerated at ordinary time and a half, in lieu of annual leave payment, for the number of hours worked. Lost annual leave will be reallocated to a time, which is mutually convenient to Council and the employee.
- 21.3 Any employees covered by a written employment Agreement that provides for compensation through a suitable employment package are not covered by this clause.

CLAUSE 22 – REST PERIOD AFTER OVERTIME

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

CLAUSE 23 - LEAVE

23.1 Rostered Days Off

- 23.1.1 The employer and all employees agree to the adoption of a more planned approach to the taking of accumulated Rostered Days Off (RDOs) granted under Clause 19.2. From the date of operation of this Agreement, RDOs will be formally programmed with any variation to the program being by mutual agreement between the responsible manager and affected employees.

23.2 Personal Leave

- 23.2.1 An employee, (other than a casual employee), who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of 10 days per annum. Any personal leave not taken shall accumulate from year to year.

23.2.2 Entitlement to Personal Leave

An employee who has a personal leave credit:

- (a) Is entitled to take personal leave if the employee is too sick to work;
- (b) And who is on annual leave is entitled to take personal leave if the employee is too sick to work for a period of at least three (3) days. In this case, the annual leave taken while sick would be reimbursed and the leave deducted from the employee's personal leave entitlement.

23.2.3 Accrual of Personal Leave Entitlement

An employee's entitlement to personal leave accrues as follows:

- (a) For the first year of continuous service - at the rate of 1.46 hours for each completed 38 ordinary hours of work to a maximum of 76 hours; and
- (b) For each later year of continuous service, at the beginning of each year:
 - A full time employee accrues 76 hours;
 - A part-time employee accrues pro rata hours in accordance with the following formula $76 \times \text{average weekly ordinary hours} \div 38$ over the previous 12 months.

- (c) An employee's personal leave accumulates from year to year and any personal leave taken by the employee is deducted from the employee's personal leave credit.

23.2.4 Conditions for Payment of Personal Leave

The employee is not entitled to payment for personal leave unless:

- (a) The employee gives the employer notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins. However, if the nature of sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins (unless there are special circumstances); and
- (b) The employee, at the request of the employer, provides a medical certificate or other reasonable evidence of sickness.
- (c) The employee is entitled to payment at the employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

- 23.2.5 As an incentive for accrual of personal leave, half of unused personal leave accrued each year may be paid out on an annual basis as at the 30 June each year. For entitlement to this payment, employees must have a minimum of 100 personal leave days accrued and must continually maintain a minimum of 100 personal leave days accrued. The employee has the right to choose either being paid out in accordance with the above or maintaining accrual of all unused personal leave.

23.3 Carers Leave

- 23.3.1 An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use, in accordance with this subclause, any personal leave entitlements for absences to provide care and support for such persons when they are ill.

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

- 23.3.3 The entitlement to use personal leave in accordance with this clause is subject to:

- (a) The employee being responsible for the care of the person concerned; and
- (b) The person concerned being either:
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household.

e) —The term "immediate family" includes:

- (i) a spouse or de facto partner of the employee (including a former spouse or de facto partner); and
- (ii) a child or an adult child (including an adopted child, a step-child, foster child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or a child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.

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

23.3.4 Unpaid Carer's Leave

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

23.3.5 Make-up time

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

23.4 Annual Leave

- 23.4.1 Annual leave must be taken within two years of such leave falling due, unless prior written approval to defer the taking of the leave is obtained from the Chief Executive Officer. In the event of an employee not complying, the Council has the right to direct the employee to take leave in accordance with the Award and Schedule 4 of the *SA Fair Work Act 1994*.
- 23.4.2 Annual leave loading of 17.5% shall be paid to all employees on the first payday of December, in lieu of being paid at the time of taking annual leave. Any employee, who has not accrued a full twelve-month entitlement, shall be paid pro-rata leave loading.
- 23.4.3 Annual leave must be applied for giving a reasonable period of notice.
- 23.4.4 Annual leave accrued, by mutual agreement between the employer and employee can be cashed out provided that a minimum of two (2) weeks accrued leave per annum shall be available to the employee after leave has been cashed out.
- 23.4.4 Provided that employees whose annual salary is in excess of the salary payable to Level 6, increment 2 shall receive, as a maximum loading, the loading calculated at the rate applicable to the Level 6, increment 2.

23.5 Long Service Leave

Long Service Leave shall be in accordance with the *Long Service Leave Act 1987 (SA)* except as varied below:

- 23.5.1 It is agreed that employees will be entitled to take any accrued pro rata Long Service Leave after the completion of seven (7) years of service.
- 23.5.2 All Long Service Leave entitlements for the first (10) years of service must be extinguished by the end of the thirteenth (13) year of service or at a mutually and subsequent agreed time. This principle will also apply to employees gaining (20) years service and each ten (10) years thereafter.
- 23.5.3 Where no plans have been made to utilise Long Service Leave entitlements within these time constraints, the Chief Executive Officer (or delegate) may, on three (3) months' notice to the employee, direct that person as to when the leave is to be taken.
- 23.5.4 However, the Chief Executive Officer (or delegate) may, in exceptional circumstances, waive this requirement.
- 23.5.5 The principles within Clauses 23.5.2, 23.5.3 and 23.5.4 above will also apply to employees gaining twenty (20) years service, and each ten (10) years thereafter.
- 23.5.6 Long Service Leave is to be taken in minimum lots of one (1) week at a time.
- 23.5.7 Employees may apply to have periods of long service leave paid out in accordance with the Long Service Leave Act where a written request has been received from the employee and where approved by the Chief Executive Officer.
- 23.5.8 An employee may, with the approval of the CEO, take Long Service Leave after ten (10) years service in the following manner:
 - Half pay, thus doubling the period of leave taken;
 - Double Pay, thus halving the period of leave taken;
- 23.5.9 Permanent full-time employees who negotiate to reduce their hours to part-time, shall have their long service leave hours (accrual or entitlement) preserved at the higher amount of hours applicable at the time of the reduction in their hours of work. This clause shall also apply to permanent part-time staff increasing their hours to full-time.

23.6 Military Leave for Australian Defence Force Reservists

- 23.6.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force Reserves undertakes:
- Ordinary reserve service, including normal peacetime training;
 - Callouts to attend warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations;
 - Voluntary continuous full time service, where the reservist/employee volunteers and is accepted for full time service.
- 23.6.2 Such leave shall be subject to operational requirements, and may comprise combinations of Special Leave with Pay, where this attracts Employer Support Payments, and Special Leave Without Pay.
- 23.6.3 An employee may use their annual leave or long service leave entitlements while on Leave Without Pay and Employer Support Payments are not payable.
- 23.6.4 Other arrangements regarding the employee's substantive position, accrual of leave and continuity of service shall be discussed and agreed between the employer and employee and will be subject to the relevant provisions of the *Local Government Act*.

23.7 Compassionate (Bereavement) Leave

23.7.1 Entitlement to Leave

- 23.7.1.1 An employee (other than a casual employee), on the death or in the event of a life threatening injury or illness of a:

- Partner which includes a de facto relationship
- Parent
- Parent-in-law
- Sister or brother
- Sister or brother in law
- Child or step-child
- Foster child
- Step-parent
- Grandparent
- Grandchild

Is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work.

- 23.7.1.2 Proof of death or life-threatening illness or injury must be furnished by the employee to the satisfaction of the employer if requested.

- 23.7.1.3 This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

23.7.2 Additional Compassionate Leave

- (a) Where additional compassionate leave is required, employees can utilise their personal leave entitlement to supplement their Compassionate Leave taken for a family death up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.
- (b) Additional Compassionate Leave shall not accumulate from year to year as such, however, personal leave entitlements from which the Additional Compassionate Leave would have been available shall continue to accumulate as personal leave pursuant to this Agreement.

23.8 Parental Leave

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

23.8.1 Definitions

For the purposes of this clause, the following definitions apply:

23.8.1.1 "Child" means a child of the employee under school age, except for adoption of a child where child means a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who had previously lived continuously with the employee for a period of six (6) months or more.

23.8.1.2 "Spouse" includes a de facto or former spouse.

23.8.1.3 "Employee" means full-time, part-time and eligible casual employees, but does not apply to other casual employees.

23.8.1.4 An "eligible casual employee" means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

23.8.1.5 "Parental Leave" means adoption leave, maternity leave or partner's leave as appropriate, depending upon the employee meeting the prescribed criteria, this leave may be paid or unpaid.

23.8.2 Basic Entitlement

23.8.2.1 After twelve months continuous service, parents are entitled to a combined total of 52 weeks parental leave on a shared basis in relation to the birth or adoption of their child.

23.8.2.2 Parental leave is to be available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- (a) for maternity and partner leave, an unbroken period of one week at the time of the birth of the child;
- (b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

23.8.2.3 Parental Leave will be unpaid except in the following circumstances:

- Paid Adoption Leave - An eligible employee may take up to two (2) weeks of accrued personal leave as paid leave immediately after the adoption of his/her child
- Paid Partner's Leave - An eligible employee may take up to two (2) weeks of accrued personal leave as paid leave immediately after the birth of his/her child.
- Paid Maternity Leave - An eligible employee may take up to two (2) weeks of accrued personal leave as paid leave immediately after the birth of her child
- Federal Government Scheme - The Council commits to complying with the requirements of the existing and any future national system for all workers.

23.8.3 Right to Request

23.8.3.1 An employee entitled to parental leave pursuant to the provisions of clause 23.8.2 may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clauses 23.8.2.2 up to a maximum of eight weeks;
- (b) to extend the period of unpaid parental leave provided for in clause 23.8.2.1 by a further continuous period of leave not exceeding 12 months;
- (c) to return from a period of parental leave on a part-time basis:
 - o In the case of Maternity Leave until the child reaches two (2) years of age.

- in the case of Adoption Leave until two (2) years after the date of adoption; to assist the employee in reconciling work and parental responsibilities.

23.8.3.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency, the impact on customer service, importance of the position.

If it is not practical for the employee to return to his/her original position the employer shall consider any other available position within the organisation

23.8.3.3 The employee's request and the employer's decision are to be in writing.

23.8.3.4 Request to return to work part-time

Where an employee wishes to make a request under clause 24.8.3.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

23.8.4 Maternity Leave

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

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

23.8.4.2 Subject to clause 23.8.4.1, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

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

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

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

23.8.5 Partner's Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of partner's leave with:

23.8.5.1 A certificate from a registered medical practitioner which names the employee's partner, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- 23.8.5.2 Written notification of the dates on which the employee proposes to start and finish the period of paternity leave; and
- 23.8.5.3 Except in relation to leave taken simultaneously with the child's mother under clauses 23.8.2.2(a) and 23.8.2.2(b) a statutory declaration stating:
- (a) the employee will take that period of partner's leave to become the primary care-giver of a child
 - (b) particulars of any period of maternity leave sought or taken by the employee's partner; and
 - (c) that for the period of partner's leave the employee will not engage in any conduct inconsistent with his/her contract of employment.
- 23.8.5.4 An employee may take partner's leave without giving ten weeks notice if:
- (a) the birth of the child occurs earlier than expected; or
 - (b) the mother of the child dies; or
 - (c) other compelling circumstances arise.

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

23.8.6 Adoption Leave

- 23.8.6.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 23.8.6.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
- (a) the employee is seeking adoption leave to become the primary care-giver of the child;
 - (b) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 23.8.6.3 An employer may require an employee provide confirmation from the appropriate government authority of the placement.
- 23.8.6.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

23.8.7 Variation of Period of Parental Leave

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

23.8.8 Parental Leave and Other Entitlements

- 23.8.8.1 An employee may in lieu or in conjunction with parental leave, access other paid leave entitlements which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 23.8.3.1.
- 23.8.8.2 Where an employee not then on parental leave suffers illness related to her pregnancy, she may take any accrued personal leave and such further unpaid

leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid personal leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed under clause 23.8.3.1.

23.8.9 Transfer to a Safe Job

23.8.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job with no other changes to the employee's terms and conditions of employment until the commencement of maternity leave.

23.8.9.2 If the transfer to a safe job is not practicable, the employee is entitled to paid leave for such period as is certified necessary by a registered medical practitioner.

23.8.10 Returning to Work After a Period of Parental Leave

23.8.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

23.8.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave if returning under the same conditions. In the case of an employee transferred to a safe job pursuant to clause 23.8.9, the employee will be entitled to return to the position they held immediately before such transfer.

23.8.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in classification and remuneration to that of their former position.

23.8.10.4 The employer shall not fail to re-engage a casual employee because:

- (a) The employee or employee's spouse is pregnant; or
- (b) The employee is or has been absent immediately prior on parental leave.

23.7.10.5 The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

23.8.11 Replacement Employees

23.8.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

23.8.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

23.8.12 Part-time Work

23.8.12.1 Entitlement - with the agreement of the employer:

- (a) An employee entitled to partner's or adoption leave may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

- (c) An employee entitled to maternity leave may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

23.8.12.2 Return to former position

- (a) An eligible employee who has had at least twelve months continuous service with the employer immediately before commencing part-time employment after the birth or placement of a child, has, at the expiration of the period of such part-time employment, or the first period if there is more than one, the right to return to his or her former position.
- (b) Nothing in sub clause 23.8.12.2(a) above shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

23.8.12.3 Effect of Part-time On Continuous Service

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

23.8.12.4 Pro-Rata Entitlements

- (a) Subject to the provisions of this sub clause and the matters agreed to in accordance with clause 23.8.12 hereof, part-time employment should be in accordance with the provisions of this Agreement that shall apply pro-rata.

23.8.12.5 Transitional Arrangements - Annual Leave

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

23.8.12.6 Transitional Arrangements – Personal Leave

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

23.8.12.7 Part-time Work Agreement

- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - o That the employee may work part-time;
 - o Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

- Upon the classification applying to the work to be performed; and
- Upon the period of part-time employment.

- (b) The terms of this agreement may be varied by consent.
- (c) The terms of this agreement or any variation to it shall be recorded in writing and retained by the employer. The employer shall provide a copy of the agreement and any variation to it to the employee.
- (d) The terms of this agreement shall apply to the part-time employment.

23.8.12.8 Termination of Employment

- (a) The employment of a part-time employee under this subclause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.
- (b) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this subclause, or while working full-time after transferring from part-time work under this subclause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

23.8.12.9 Extension of Hours of Work

- (a) The employer may request, but not require, an employee working part-time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 23.8.12.7.

23.8.12.10 Nature of Part-time Work

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

23.8.12.11 Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.
- (b) Before the employer engages a replacement employee under 23.8.12.11(a) hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.

23.8.13 Communication during Parental Leave

23.8.13.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to make information available in relation to any significant effect the change will have on the status and responsibility level of the employee's position held before commencing parental leave and provide an opportunity to discuss the changes.

23.8.13.2 The employee shall take reasonable steps to inform the employer about a significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

23.8.13.3 The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with clause 23.8.13.1.

23.9 Emergency Service Leave

- 23.9.1. The Tatiara District Council supports participation by its employees in the Country Fire Service (CFS), the State Emergency Service (SES) and SA Ambulance Service, all of which provide valuable community protection against loss of life and property.
- 23.9.2 All absences from work whilst on Emergency Service duties shall be accurately recorded on time sheets.
- 23.9.3 Employees returning to work from an authorised call out shall observe minimum rest time before returning to work.
- 23.9.4 The Chief Executive Officer is authorised to approve Special Leave with full pay for employees who participate in authorised activities at a time of genuine and substantial emergency or crisis during normal working hours. Approval will not normally be extended to casual or contract staff.
- 23.9.5 Voluntary attendance at incidents will not normally qualify for approval. Leave without pay, annual leave, TOIL or RDO's shall be utilised in such situations.
- 23.9.6 Employees who are members of the CFS, SES or Ambulance should give prior advice of their membership to their Manager and the Payroll Officer.
- 23.9.7 Employees shall advise their Director/Manager/Supervisor, or if unavailable the Council office, by telephone if they are required to participate in CFS/SES/Ambulance activity, which could involve an absence from work.
- 23.9.8 Leave applications must be in writing and must be approved by the CEO before being referred to the payroll officer. Such leave shall count as service for leave purposes.

23.10 Jury Service

- 23.10.1 A full time or part time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
 - (a) The employee notifies the Council as soon as possible of the date(s) involved in jury service;
 - (b) The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - (c) The employee claims from the relevant court the full amount payable in respect to jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
 - (d) The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 23.10.2 Jury service shall count as service for all purposes of the Agreement.

23.11 Public Holidays

- 23.11.1 All employees shall be entitled to the following public holidays without any deduction of pay:
 - (a) Any day prescribed as a holiday by the Workplace Relations Act 1996 and the South Australian Holidays Act 1910 (as amended) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.

23.12 Purchase Leave

The parties agree that employees may apply to purchase additional annual leave in terms approved by the employer. Granting any application is at the sole discretion of the employer.

CLAUSE 24 - RATES OF PAY

24.1 Classification and Rates of Pay

- 24.1.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in **Appendix 2** of the Agreement and will include for salary purposes relevant prescribed allowances.
- 24.1.2 The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee, and shall notify the employee in writing of their classification.
- 24.1.3 In classifying an employee, the employer shall observe the procedure and **Classification Criteria** contained in **Appendix 1** of this Agreement to apply the appropriate salary level. On initial appointment, the employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
 - (a) Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Workplace Consultative Committee constituted under this Agreement or invoke the provisions of the Dispute Settlement Clause herein, provided that such application is made whilst the employee is in the employment of the employer.
- 24.1.4 An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of Appendix 1 herein.
- 24.1.5 Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

24.2 Salary Increases

All wage increases outlined in this Agreement will be based upon a new pay structure outlined in **Appendix 2**, which will become effective from commencement of the first full pay period after 1 July 2019. The wage increases shall be as shown below.

Year 1 - An annual wage increase of 2.1% effective from the commencement of the first full pay period on or after 1 July 2019.

Year 2 – An annual wage increase of 2.1% effective from the commencement of the first full pay period on or after 1 July 2020.

Year 3 - An annual wage increase of 2.1% effective from the commencement of the first full pay period on or after 1 July 2021.

24.3 Higher Duties

- 24.3.1 An employee directed by the employer to perform duties of higher value outside or exceeding those of the classification to which he or she has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while he or she is performing such duties not less than:

- (a) The minimum salary rate for the higher paid classification if he or she substantially performs the duties thereof; or
- (b) A salary rate commensurate with the value of the duties he or she is directed to perform.

24.3.2 Provided that the employee directed to perform such duties shall perform them on the first occasion for a continuous period of five (5) working days or more. This could be completed over two (2) weeks if the person filling the position and/or the vacant position is not a full time position.

On subsequent occasions:

- (a) Employees classified at Level 5 and above – five (5) days.
- (b) Employees classified below Level 5 – one (1) day
- (c) Positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one (1) day in order to become entitled to higher duty pay.

24.3.3 Where two employees job share a higher classified position for the minimum periods as specified above, both employees shall be paid higher duties for time worked.

24.4 Allowances

24.4.1 Availability Allowance

- (a) This clause applies to any employee instructed to be available for recall to work outside of his/her normal working hours.
- (b) For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of clause 22 (Call Out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.
- (c) An employee instructed to carry out availability duty shall receive, in addition to the salary otherwise payable, an amount equal to ten (10) per cent of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

24.4.2 First Aid Allowance

- (a) Where the employer requires an employee to hold and act upon a first aid certificate an allowance of \$16.80 per week shall be paid, in respect of each such week that the employee is required to act upon such certificate.
- (b) The payment shall be paid to casual and regular part-time employees on a pro-rata basis providing that such payment cannot exceed the amount of \$16.80 per week in any one working week.
- (c) Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- (d) Where an employee does not hold a first aid certificate but is required to obtain a certificate, and then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

24.4.3 Meal Breaks and Meal Allowance

- (a) An employee required to work overtime for more than two (2) hours after the employee's normal ceasing hour on any weekday shall be entitled to a meal break

before starting overtime and to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.

- (b) An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
 - (i) After four (4) hours of continuous work; and
 - (ii) To subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- (c) When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance shall be paid in accordance with clause (d) unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- (d) The allowance shall be \$21.80.

24.4.4 Motor Car Allowance

Where an employee is directed to use their personal motorcar on or in connection with the business of Council, they shall be reimbursed in accordance with those provisions set out in Clause 15.9.

24.4.5 Mobile Phone Allowance

Where it is a requirement of an employee's role that they are contactable by mobile phone, a mobile phone will be provided by Council. Where an employee elects to provide their own mobile phone (BYO device) instead of using a Council owned device, Council will pay an annual allowance of \$150, plus \$20 for a mobile phone case. The amount will be paid each December.

- 24.4.6 The above allowances shall be increased in years 2 and 3 of the agreement, from the first pay period on or after 1 July for each year of the agreement, in line with no less than the wage adjustment percentage for each year of the agreement. That increase shall ensure that the allowance is no less than the current industry standard.

CLAUSE 25 - DIRECT PAYMENT

The employer shall make payment of salary to all employees covered by this Agreement by way of electronic transfer to the employee's bank or other recognised financial institution.

CLAUSE 26 - INCOME PROTECTION INSURANCE

- 26.1 Council agrees to provide Income Insurance (Group Personal Accident and Illness Insurance Scheme) for all employees covered by this Agreement through Local Government Risk Services.
- 26.2 Employees when accessing income protection shall be considered to be on leave with no pay and no annual or personal leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

CLAUSE 27 - PROTECTIVE CLOTHING & WORK HEALTH AND SAFETY GENERALLY

All employees agree to abide by the requirements of the employer and the relevant Work Health and Safety legislation and Council policies and procedures concerning Work Health and Safety, including the wearing of protective clothing etc., provided by the Council.

CLAUSE 28 - EQUAL EMPLOYMENT OPPORTUNITY

The parties are committed to Equal Employment Opportunity (EEO) principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies

implemented in accordance with the Agreement will be within the parameters of the *South Australian Equal Opportunity Act 1984*.

CLAUSE 29 – SUPERANNUATION

29.1 In accordance with relevant legislation, choice of fund has applied since 1 July 2012 with all new employees to be provided with a standard choice form to enable them to select a superannuation fund. For any employee that does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super.

29.2 The amount of the employer superannuation contribution will be:

(a) For each employee who is making “Salarylink Contributions” to Statewide Super:

- (i) 3 % of the employee’s salary; and
- (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
- (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.

“Salarylink Contributions” has the meaning given to that term under the Trust Deed of Statewide Super.

(b) For each other employee:

- (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

29.3 Salary sacrificing shall be available to employees. An employee may elect to vary the amount of salary sacrifice paid to an eligible superannuation fund on a prospective basis at any time during the life of this Agreement.

29.4 The employee’s salary referred to in this Agreement shall be the pre-sacrificed salary. However, the parties agree that the net salary paid to an employee will be reduced by any amount salary sacrificed to superannuation.

CLAUSE 30 – SALARY SACRIFICING

Independent and appropriate financial advice: - It is essential that the employee obtains independent and appropriate financial advice prior to entering into salary sacrifice arrangements.

30.1 Superannuation

Subject to the following conditions an employee must apply to Council to salary sacrifice any part of his/her salary/wages, including workplace agreement based salary/wages, to make additional contributions to the Statewide Super scheme.

- 30.1.1 As salary sacrifice is a complex matter, it is the employee’s responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 30.1.2 The employee’s gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave, shall be pre-sacrificing salary.
- 30.1.3 Any such arrangement shall be by mutual agreement between each individual employee and Council, provided that approval by Council shall not be unreasonably withheld.

- 30.1.4 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the "cash" component is adequate for his/her ongoing living expenses.
- 30.1.5 The arrangements made may only apply to future salary arrangements and cannot be retrospective.
- 30.1.6. The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to the Payroll Officers.
- 30.1.7. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to a Superannuation Scheme will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 30.1.8. Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.
- 30.1.9. Employees who participate in salary sacrifice arrangements acknowledge that there will be a reduction in their take home pay as a consequence of the salary sacrifice arrangement.

30.2 Remote Area Housing

The Tatiara District Council area is classified as being in a remote area.

- 30.2.1 Key employee retention and attraction is critical to the long term health and success of the Tatiara District Council. The ability to retain and attract our employees ensures customer satisfaction, satisfied staff, retention of organisational knowledge, learning and effective succession planning.
- 30.2.2 In accordance with paragraph 60(2)(c) of the *Fringe Benefit Tax Assessment Act 1986*, Council received a private ruling from the ATO to offer salary packages to current and future employees who have their usual place of residence in a remote area and provide them with remote area housing assistance.
- 30.2.3 Employees now have the option to undertake Salary Sacrificing in accordance with the Tatiara District Council *Salary Sacrificing Policy and Procedures* ("the Policy") and the *Fringe Benefits Tax Assessment Act 1936* (FBTAA).
- 30.2.4 Salary sacrificing is offered to employees subject to this private ruling being upheld by the Australian Taxation Office.
- 30.2.5 Salary sacrificing is where employees elect to receive part of their pay as a deduction for personal expenses (e.g. mortgage, rent, energy costs). The expense is paid by Council from employees' pre-tax income. Thus the payment is made "tax free". Investment property mortgages cannot be packaged – it must be an employee's principal place of residence.
- 30.2.6 By salary sacrificing their salary employees have the opportunity to reduce the amount of tax that they pay. This increases their take home pay.
- 30.2.7 Council will offer salary packages to current and future employees who have their usual place of residence in the Tatiara District Council, and eligible employees may receive remote area housing assistance in the form of:
 - 50% of the interest expense on their home mortgage.
 - 50% of the rent incurred by the employee in respect of housing rent.
 - 50% of the energy costs that the employee incurs connected with their principal place of residence.
- 30.2.8 An agreement between employees and the CEO will be put in place to allow flexible remuneration of salary packages. The administration of salary packaging is undertaken by the Director Corporate & Community Services and Finance Manager and will include:
 - Council will administer salary sacrificing arrangements in consultation with its financial advisors, and is the approved administrator or provider ("the provider") of these services to eligible employees.

- All salary sacrificing items will be deducted from employees' fortnightly pay and paid into their nominated bank account:
- To minimise the administrative expense in managing the salary sacrificing program, employees are entitled to make up to a maximum of four (4) adjustments throughout each financial year. To make any changes to their salary sacrificing arrangement employees will need to contact the Payroll Officer in the first instance.
- On terminating employment, the employer's responsibility for deducting money from the employee's pay ends, and the total responsibility reverts to the employee.
- Annual reconciliation will be undertaken at the end of the FBT year (31st March) which usually results in either an under or over amount in an employee's package. This amount will either be reduced or increased through an employee's overall remuneration. Reconciliation also occurs at termination of employment.

30.3 VEHICLES - NOVATED LEASE

- 30.3.1 Permanent employees are eligible to lease a new vehicle. A Novated Lease is sometimes referred to as a "Finance Lease". The lease is an agreement between the lease provider and the employee, and then with Tatiara District Council. Novated leases may attract a fleet discount depending on the make and model of the vehicle. The Novated Lease system allows the employee to 'Salary Sacrifice' a portion of their pre tax income to accommodate their requirements. Only the value of the vehicle is subject to F.B.T. All maintenance, fuel, insurance and lease costs can be taken out of pre tax income - regardless of the level of business use. Under current tax laws this is the most cost effective method available today to drive the car of your choice. Points to note:
- 30.3.2 This lease is registered in the employee's name and may be transferred between employers. The employee signs an "Employee Finance Lease Agreement" with the lease provider. This is signed prior to vehicle ordering.
- 30.3.3 The financial benefits associated with leasing a car will depend on the level of income of the employee, the value of the vehicle selected, lease payments and kilometres travelled.
- 30.3.4 The more kilometres the employee travels in an FBT year, the less tax is assessed. The employee should be aware that when they sign up for a lease they are liable for the lease until completion. The employee needs to understand all aspects of leasing a vehicle before entering into a leasing arrangement.
- 30.3.5 At the end of the agreement, or if the employee leaves the organisation, the responsibility for the vehicle reverts back to the employee.

CLAUSE 31 – CHANGE MANAGEMENT

- 31.1 The parties recognise that on-going change is a feature of the work environment and Local Government, and that appropriate management of change is essential.
- 31.2 For the purposes of this Agreement "change" is deemed to include but is not limited to any or all of the following:
- Legislative changes affecting Local Government
 - Functional and structural reform
 - Change to work practices
 - Introduction of new technology and equipment
 - Change in workforce size and/or structure
 - Resource sharing
 - Consideration of alternative service delivery
- 31.3 Where Council has made a firm decision to implement change that is likely to have significant impact on employees, Council must, as soon as practicable, notify the employee(s) who may be affected by the proposed changes and their employee representative(s).
- 31.4 Council must discuss with the employees affected and their chosen representatives, among other things:
- a) The introduction of the changes referred to in clause 31.3;

- b) The effects the changes are likely to have on employees;
 - c) Measures to avert or mitigate any adverse effects of such changes on employees.
- Council must give prompt consideration to matters raised by the employees and/or their employee representatives in relation to the changes.

- 31.5 The discussions must commence as early as practicable after a firm decision has been made by Council to make changes of significant impact as defined.
- 31.6 For the purposes of such discussion, Council must provide, in writing, to the employees concerned:
- a) All relevant information about the changes including the nature of the changes proposed; and
 - b) The expected effects of the changes on employees and any other matters likely to affect them.
- 31.7 Council is not required to disclose confidential information disclosure of which, when looked at objectively, would be against Council's interests.

CLAUSE 32 - EMPLOYEE ASSISTANCE PROGRAM

- 32.1 Council provides a free Employee Assistance Program. The program provides a free general counselling and critical incident counselling service in order to support employee's personal and work related wellbeing. The Employee Assistance Program is provided by an independent professional counselling service selected by Council in accordance with Council's Employee Assistance Program Policy.

CLAUSE 33 – BREAST FEEDING

Council will support staff that are breastfeeding, however, breastfeeding arrangements need to be mutually acceptable to both the responsible Director/Manager/Supervisor and employee, and will be taken as TOIL or unpaid leave.

CLAUSE 34 – EMPLOYEE DEVELOPMENT AND APPRAISAL SYSTEM

- 34.1 The parties are committed to continuing with a positive employee development and appraisal system to ensure that all employees are provided with timely feedback on all aspects of their job performance. The system will assist employees with individual performance goal setting as well as to identify and facilitate training needs and career opportunities for employees.
- 34.2 Before any new system is introduced consultation will take place with the Workplace Consultative Committee. Such consultation shall take into account feedback from employees.

CLAUSE 35 - CONTINUOUS SERVICE

- 35.1 Maintenance of Continuous Service

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

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement.
- (b) Absence of the employee from work for any cause by leave of the employer.
- (c) Absence from work on account of illness, disease or injury.
- (d) Absence with reasonable cause as previously approved by the employer. Proof of such reasonable cause lies with the employee.
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or *Long Service Leave Act*.

- (f) Interruption or termination to the employee's services directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- (g) Transfer of the employment of an employee from one council to another council subject to the provisions of the *Local Government Act 1999*.
- (h) The employee leaving the service of the Council as long as within 13 weeks of having done so, they re-enter the service of the Council without having commenced other remunerated employment within that intervening period. If this occurs, the periods of service will, for the purpose of calculating present and accruing rights to long service leave and personal leave, be taken to constitute a single continuous period of service.
- (i) Long-term leave in accordance with clause 24.3.5 (Unpaid Carer's Leave) of this Agreement does not count as continuous service.

35.2. Calculation of Period of Service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- 35.2.1 to the extent that the employee receives or is entitled to receive pay for the period; or
- 35.2.2 where the absence results from a decision of the employer to stand down the employee without pay.

CLAUSE 36 KEY TARGET AREAS

Both parties are committed to improving the productivity and efficiency of Council's operations.

Key areas for improvement during the life of this agreement are:

- o Reducing the number of accidents and incidents;
- o Improving accident and incident reporting, in particular timeliness and comprehensiveness of reports made;
- o Maximising the use of Council's Information Management Systems, including rollout of GPS system and mobile applications;
- o Achieving outcomes outlined in Council Annual Business Plans and Strategic Management Plan;

The Collective Workplace Consultative Committee shall monitor progress on achieving these goals and work collectively together to identify opportunities to improve the efficiency and effectiveness of operations.

CLAUSE 37 MISCELLANEOUS

37.1 Payroll Deductions

37.1.1 Council's obligations

- 37.1.1.1 Council will enable all employees, if they desire, to authorise payroll deductions in respect of union fees, rate payments, X- lotto and Social Club deductions
- 37.1.1.2 All current payroll deduction options will be maintained and new deduction bodies may be added, dependent upon staff demand for particular services.

37.1.2 Employees' obligations

- 37.1.2.1 Employees who choose to have monies deducted from their pay in accordance with clause 39.1.1 must provide written authorisation to the Payroll Officer, outlining the details of any such payroll deductions.

37.2 Commencement of Negotiations for a Replacement Workplace Agreement

- 37.2.1 The parties agree that six (6) months prior to the expiration of the Workplace Agreement, negotiations in respect of a replacement workplace agreement will commence.
- 37.2.2 In the event that negotiations are not concluded by the nominal expiry date of the Workplace Agreement, the terms and conditions of this workplace agreement will continue to be observed by the parties.
- 37.2.3 The Workplace Consultative Committee (WCC) constituted under clause 8 of the Agreement will be responsible for the negotiation of the replacement workplace agreement with the following provisos:
 - 37.2.3.1 The WCC may request assistance from anyone who may improve its role (non-voting member).


37.3 Notice Boards

The Council shall permit a noticeboard to be erected at the workplace, or at each discrete part of the workplace, to facilitate communication between the employees and the employee representatives.

CLAUSE 38 - SIGNATORIES

Signed for and on behalf of the Tatiara District Council by:

Anne Champness
Chief Executive Officer




Witness



on this third day of October 2019

Signed on behalf of all employees by the employee representatives on the Workplace Consultative Committee:

Heather Mewett



Josie Verco



Karen Drabsch



on this Third day of October 2019

Signed for and on behalf of the Amalgamated ASU (SA) State Union

Abbie Spencer
Branch Secretary



on this Fourteen day of October 2019

APPENDIX 1 – CLASSIFICATION AND STRUCTURE

1. Introduction

- 1.1 The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses General Officers and Senior Officers.
- 1.2 The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form, which can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- 1.3 Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- 1.4 After the job description is complete, a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- 1.5 All officers (other than CEOs and Senior Officers) are classified according to the General Officer structure, whilst CEOs and Senior Officers are classified under the Senior Officers Stream.
- 1.6 The classification structure does not apply to officers who have negotiated Common Law Contracts.

2. Classification

2.1 General Officers

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

2.2 Senior Officer - Chief Executive Officers

Classification criteria do not apply (Common Law Contract).

2.3 Senior Officer

Classification criteria do not apply (Common Law Contract).

3. Progression through the Levels

- 3.1. At the conclusion of each twelve-month period following appointment to a classification, an officer shall be eligible for incremental progression within each salary level subject to the following:
 - 3.1.1.1 Where the employer adopts and implements a formal, structured performance appraisal scheme, progression from the first salary increment to the top increment

within a classification level shall be by annual incremental advancement, subject to the officer having given "satisfactory service" for the prior twelve months employment.

3.1.1.2 The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:

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

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

4. Study Leave for Classification Progression

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

5. Request for Reclassification

- 5.1 Any request for a reclassification shall be made in writing and include reasons for the request.
- 5.2 Any request for a reclassification shall be examined and determined by the employer within one (1) month of receipt of such application
- 5.3 Any request for review shall take into consideration the classification structure here so described, certificates and qualifications, industry benchmark references, and on the job performance.
- 5.4 The employee shall be provided with written confirmation of the employer's decision on their application. If the employee is unsuccessful, an explanation of the reasons behind the employer's decision shall be given.
- 5.5 Any employee not satisfied with the determination may access the dispute resolution/grievance procedures.

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVELS 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Activities/Functions	<ul style="list-style-type: none"> Perform clearly defined routine activities in a support role in a childcare centre. 	<ul style="list-style-type: none"> Perform a range of clearly defined routine activities of a support nature. 	<ul style="list-style-type: none"> Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined. 	<ul style="list-style-type: none"> Perform a range of activities/ functions of a less clearly defined & routine nature, & could include: <ul style="list-style-type: none"> Operating within a specialised area. Operating as a member of a professional team
Complexity of Task Level of Autonomy	<ul style="list-style-type: none"> Application of basic skills and techniques in a support role in a childcare centre. Work outcomes will need to be closely monitored. Works under close direction with instruction and assistance always available. Works under direct supervision. 	<ul style="list-style-type: none"> Practical application of basic skills and techniques. Work outcomes are closely monitored, clearly defined and readily attainable Works under close direction with instruction and assistance being readily available. Works under direct supervision 	<ul style="list-style-type: none"> Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project. Work outcomes are monitored, clearly defined. Works under regular supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision. 	<ul style="list-style-type: none"> Application of procedures, methods and guidelines, which are well established. May set outcome/ objectives for specific projects Works under general direction with assistance available from senior officers Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.
Initiative & Judgement	<ul style="list-style-type: none"> Freedom to act is limited by standards and procedures. 	<ul style="list-style-type: none"> Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work. 	<ul style="list-style-type: none"> Limited scope to exercise initiative and judgement within clearly established procedures and practices. 	<ul style="list-style-type: none"> Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.
Problem Solving	<ul style="list-style-type: none"> Assistance available when problems occur. 	<ul style="list-style-type: none"> Solutions to problems found in established procedures. 	<ul style="list-style-type: none"> Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines. 	<ul style="list-style-type: none"> Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
Provision of support / advice & Assistance		<ul style="list-style-type: none"> Responsible for timeliness of own work 	<ul style="list-style-type: none"> May assist lower classified officers concerning established practices and procedures. 	<ul style="list-style-type: none"> Contribute to interpretation of matters for which there are no clearly established practices & procedures (although such activity would not be the sole responsibility of the officer) & provide assistance to senior officers.
Time Management & Organisational Skills		<ul style="list-style-type: none"> Responsible for the timeliness of own work. 	<ul style="list-style-type: none"> Managing time, planning and organising own work. 	<ul style="list-style-type: none"> Managing and planning own work and that of subordinate staff and could include: <ul style="list-style-type: none"> Plan and co-ordinate activities in the work area. Responsibility for various activities in a specialised area of the works program. A function within the work area.

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 (GENERAL RESPONSIBILITIES LEVELS 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
General Responsibilities	<ul style="list-style-type: none"> See a support role: Childcare centre. 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Performing tasks of a sensitive nature including the provision of more than routine information. Understanding of clear by complex rules. Oversight and/or guidance of the work of a limited number of lower classified officers concerning established procedures. 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Establishing goals, objectives and outcomes for their own particular work program. Undertaking some complex operational work. Supervision. Dealing with formal disciplinary issues within the work area Utilising a basic knowledge of the principles of human resource management. Assisting subordinate staff with on-the-job training.

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 (SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3)

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

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Where the prime responsibility lies in the technical field	Not relevant to this level	<ul style="list-style-type: none"> Technical oversight of minor works activities & could include: <ul style="list-style-type: none"> Completion of field project according to instructions & established procedures Trainee technical officers apply established practices & procedures in the conduct of a range of technical activities with no scope for interpretation. 	<ul style="list-style-type: none"> Conduct of a range of technical activities in the fields of construction, engineering, survey & horticulture & could include: <ul style="list-style-type: none"> Application of established practices and procedures Responsibility for a minor project. 	<ul style="list-style-type: none"> Perform moderately complex functions in various fields including construction, engineering surveying and horticulture & could include: <ul style="list-style-type: none"> Reviewing work done by subordinate officers.
Where the Prime Responsibility is in the works area	Not relevant to this level	<ul style="list-style-type: none"> Arrange a minor work activity within established methods as part of the training process. 	<ul style="list-style-type: none"> Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/ projects) & could include: <ul style="list-style-type: none"> Supervision, planning and co-ordinating of the activities of officers % day-to-day operations 	<ul style="list-style-type: none"> Exercise responsibility for works & determine objectives for the functions under control, & could include: <ul style="list-style-type: none"> A number of minor works within the total works program Supervision of more than one component of the works program Planning & co-ordination of minor works.

GENERAL OFFICERS CLASSIFICATION CRITERIA 3 (SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Where prime Responsibility is in Libraries	Not relevant to this level	<ul style="list-style-type: none"> Undertake routine library duties: <ul style="list-style-type: none"> Routine shelving Issues and returns. 	<ul style="list-style-type: none"> Provide Para-professional support to qualified librarians: <ul style="list-style-type: none"> In charge of a library outlet; or function within the library. Oversee the work of unqualified library staff. 	<ul style="list-style-type: none"> Responsibilities could include: <ul style="list-style-type: none"> In a small library, provide a range of library and information services; or In a large library be predominantly involved in the provision of a particular library service/function; or Supervise the work of Para-professional library staff; or Take charge of a small library branch.
Where prime responsibility is in recreation complex (aquatic or non aquatic)	Not relevant to this level	<ul style="list-style-type: none"> Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre. 	<ul style="list-style-type: none"> Operational responsibility for a single function within the complex or swimming pool of less than 50 metres. 	<ul style="list-style-type: none"> Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.
Where the prime responsibility is in the local NRM Board	Not relevant to this level			<ul style="list-style-type: none"> Advise landholders/ local authorities/ government officers on: <ul style="list-style-type: none"> Eradication/ control techniques & measures and provide information on obligations under the relevant legislation.
Where the prime responsibility is in the professional field	Not relevant to this level			<ul style="list-style-type: none"> Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.
Where the prime responsibility is in the clerical / secretarial / administrative	Not relevant to this level	<ul style="list-style-type: none"> Provide secretarial & administrative support & could include: <ul style="list-style-type: none"> Straight forward operation of keyboard & equipment Basic word processing data input Basic numeracy, written & verbal communication skills, relevant to the work area Provision of routine information General reception & telephonist duties General stenographic duties. 	<ul style="list-style-type: none"> Provide secretarial &/or administrative support & could include: <ul style="list-style-type: none"> Operating a computer, word processor &/or other business software & peripheral equipment Utilising basic computing concepts & initiating corrective action at an elementary level Utilising the functions of systems & be proficient in their use Performing tasks of a sensitive nature Provision of more than routine information Operate a desktop publisher at a routine/basic level Utilise basic skills in oral & written communication with clients & other members of the public Receive & account for monies & assist clients/ Ratepayers. 	<ul style="list-style-type: none"> Provide secretarial &/or administrative support requiring a high degree of judgement, initiative, confidentiality & sensitivity in the performance of work & could include: <ul style="list-style-type: none"> Systems Administrator in small/ medium sized council whose responsibility includes the security/ integrity of the system Operation of the computer to enable modification &/or correction of computer software systems/ packages &/or the identification of operational problems Application of computing programming knowledge & skills in systems development, maintenance & implementation under direction of a senior officer Provide a service utilising the full functions of a desk top publisher

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CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Where the prime responsibility is in child care	<ul style="list-style-type: none"> Support role in a child care centre Report observations of individual children/Groups for program planning purposes If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children & groups Assist with daily routines and give each child individual attention/ comfort as required Implement early child-hood program under supervision Work in accordance with licensing requirements under the Act & ensure the health & safety of the children in care. 	<ul style="list-style-type: none"> Assist with the development, planning, implementation & evaluation of child care developmental programs & the co-ordination, oversight & direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting Liaise with parents Under close direction Undertake work with individual children with particular needs Oversight & direction of Level 1A officers 	<ul style="list-style-type: none"> Accept responsibility for groups of children under &/or over two years of age Co-ordinate activities of more than one group Prepare, implement & evaluate developmental &/or special programs for individual or groups of children in consultation with the director Supervise lesser qualified workers Assist with administrative functions Supervise lesser-qualified workers. 	<ul style="list-style-type: none"> Perform the duties of assistant director in child care centre, supervise qualified & unqualified workers, plan & co-ordinate training programs, develop, plan the educational and/or development programs for areas within the centre Supervise qualified/ unqualified workers, plan & co-ordinate training programs
Where the prime responsibility is in environmental services	Not relevant to this level	<ul style="list-style-type: none"> Enforce compliance with traffic by laws and regulations at an elementary level. 	<ul style="list-style-type: none"> Inspectorial duties involving the enforcement of general by-laws/regulations, assist senior officers with special projects. Assist with elementary building, health or animal & plant control inspections under the regular direction of a senior qualified officer. (Trainee level) 	<ul style="list-style-type: none"> Regularly undertake "general" inspections to enforce compliance with various Acts. (excluding those relating to building/ health) regulations, by-laws & policies including the presentation of materials for prosecution of offences. Undertake minor development assessment duties and could include: <ul style="list-style-type: none"> Administer the requirements of the planning Act Checking applications for compliance. Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws & council policies. Undertake basic health or building inspections.
Where the prime responsibility is in community services	Not relevant to this level		<ul style="list-style-type: none"> Operate a community service program at an elementary level. 	<ul style="list-style-type: none"> Plan and co-ordinate elementary community based projects/ programs, & could include: <ul style="list-style-type: none"> Performing moderately complex functions Social planning, demographic analysis, survey design & analysis Duties of a specialised nature A single program at a more complex level.
Where the prime responsibility is a Fire Prevention Officer	Not relevant to this level			<ul style="list-style-type: none"> Administer requirements of Country Fires Act & the implementation of District Fire Prevention strategies.

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 (SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 3)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3
Requirements of the Job	<ul style="list-style-type: none"> Developing knowledge of centre policy & practices No formal qualifications required at this level Certificate in community services (TAFE) or equivalent It is desirable that officers are studying for an appropriate certificate Sufficient knowledge & experience to perform duties at this level. Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. 	<ul style="list-style-type: none"> A developing knowledge of the section/department function & operation Basic knowledge of clerical/administrative practices/ procedures relevant to the work area A developing knowledge of work practices & policies of the relevant work area Basic numeracy, keyboard, written & verbal communication skills relevant to the work area No formal qualifications required at this level Employers are expected to offer substantial on-the-job training It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training, or positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals & objectives of the work section Officers will be responsible for the timeliness of their work & required to use basic numeracy, written & verbal communication skills 	<ul style="list-style-type: none"> Basic skills in oral and written communication with clients & other members of the public Knowledge of established work practices and procedures relevant to the work area Knowledge of policies and regulations relating to the work area Understanding of clear but complex rules Understanding of basic computing concepts Application of techniques relevant to the work area Developing knowledge of statutory requirements relevant to the work area No formal qualifications required, or Entry point for 3-year degree / associate diploma / appropriate certificate without experience, or will have attained through previous appointments, or service an equivalent level of expertise and experience to undertake the range of activities required or appropriate on-the-job training & relevant experience 	<ul style="list-style-type: none"> Thorough knowledge of work activities performed within the work area Sound knowledge of procedural / operational methods of the work area May utilise professional or specialised knowledge Ability to apply computing concepts Working knowledge of statutory requirements relevant to the work area Entry level for 4-year degree in the relevant discipline, or Entry level for 3-year degree plus graduate diploma in the relevant discipline, or Associate diploma with experience, or three year degree plus 1 year professional relevant discipline, or appropriate certificate with relevant experience, or attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.
Progression	<ul style="list-style-type: none"> Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification, which is recognised under the Children's Services Act, shall commence at the 3rd increment of the range. 	<ul style="list-style-type: none"> Completion of introduction to child care skills, & accepted for the advanced certificate in child care. 	<ul style="list-style-type: none"> Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate The 4th increment of this level is the appointment level for any graduate with a relevant 3-year degree who utilises that qualification to undertake associated professional work. Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service 	<ul style="list-style-type: none"> 3 year degree holders shall progress to this level after completion of 12 months service at the top of level 2 Appointment level for any graduate with a relevant 4-year degree who is required to undertake associated professional work. Graduates shall advance to the 3rd increment after 12-months service on the 1st increment of the range & shall progress to the 1st increment of level 4 after a further 12 months service Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate & have had relevant satisfactory service & undertake responsibilities under this level.

GENERAL OFFICERS CLASSIFICATION CRITERIA 1 (GENERAL FEATURES LEVELS 4 TO 8)

CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Activities / Functions	<ul style="list-style-type: none"> Perform a wide range of activities, associated with program activities, or service delivery & may perform activities of a complex nature which could include: <ul style="list-style-type: none"> Responsibility for a range of functions within a work area. A substantial component of supervision 	<ul style="list-style-type: none"> Responsible for a range of functions within the section and/or department. 	<ul style="list-style-type: none"> Responsible for a range of functions for which operational policies, practices & guidelines may need to be developed & could include: <ul style="list-style-type: none"> Working independently as specialists or A senior member of a single discipline project team. 	<ul style="list-style-type: none"> Exercise managerial responsibility for various functions within the department and/or council and could include: <ul style="list-style-type: none"> Specialised functions. Operation as a specialist. Operation as a member of a specialised professional team. Working independently. 	<ul style="list-style-type: none"> Exercise managerial responsibility for a department/ council's relevant activity, & could include: <ul style="list-style-type: none"> Functions across a range of administrative, specialist or operational areas. Operation as a senior specialist providing multi-functional advice to various departments or council.
Complexity of Task Level of Autonomy	<ul style="list-style-type: none"> Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established. 	<ul style="list-style-type: none"> Knowledge & skills adheres to established work practices, however, officers may be required to exercise initiative & judgement where practices are not clearly defined. 	<ul style="list-style-type: none"> Application of high levels of knowledge and skills, and establishes procedures and work practices, etc 	<ul style="list-style-type: none"> Application of high levels of knowledge & skills & establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community. 	<ul style="list-style-type: none"> Major portion of the work involve initiative in the development & implementation of techniques, work practices & procedures in all facets of the work area to achieve corporate goals.
Initiative & Judgement	<ul style="list-style-type: none"> Required to set specific performance outcomes & further develop work methods where general work procedure is not defined. Work under general direction with assistance. Exercise initiative & judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge / skills where procedures are not clearly defined. 	<ul style="list-style-type: none"> Required to set specific performance outcomes and further develop work methods. Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required. Exercise initiative and judgement where procedures not clearly defined. 	<ul style="list-style-type: none"> Sets outcomes for the work area of responsibility to achieve objectives of the department/ council. Work under limited direction & exercise a degree of autonomy & may manage a work area with advice available on complex or unusual matters. Responsibility for decision making in the particular work area, section/department/ council, including the scope to influence operational activities & negotiate matters of significance. 	<ul style="list-style-type: none"> Set outcomes for the work area/section/ function. Guidance not always readily available within the organisation. Responsibility for decision-making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area. 	<ul style="list-style-type: none"> Identification of current/future options and the development of strategies to achieve outcomes. Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational.
Problem Solving	<ul style="list-style-type: none"> Solution to moderately complex problems generally found in precedents, guidelines or instructions. 	<ul style="list-style-type: none"> Solution to problems generally found in documented techniques, precedents & guidelines. 	<ul style="list-style-type: none"> Solution to complex problems requires complex professional problem solving & a high level of interpersonal skills to resolve organisational issues. 	<ul style="list-style-type: none"> Solution to complex problems involves the selection of methods & techniques based on sound judgement. 	<ul style="list-style-type: none"> Solution to complex problems requiring analytical approach & high proficiency in theoretical or scientific approaches, which may be outside of the original field of specialisation.

GENERAL OFFICERS CLASSIFICATION CRITERIA 2 (GENERAL FEATURES LEVELS 4 TO 8)

CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Provision of support / advice & Assistance	<ul style="list-style-type: none"> Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field. 	<ul style="list-style-type: none"> Provide expert advice to lower classified officers. Specialists may be required to provide multi-disciplinary advice. 	<ul style="list-style-type: none"> Provide expert/specialist advice, support & assistance relevant to the work area or section/ department or discipline on complex matters, which could include providing a consultancy service & advice on policy matters & contribute to their development. 	<ul style="list-style-type: none"> Provide expert/specialist advice, support & assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service & advice on policy matters & contribute to their development & monitoring. 	<ul style="list-style-type: none"> Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including: <ul style="list-style-type: none"> A consultancy service Specialist financial, technical, professional and /or administrative advice on policy including operational. Manager/ Administer complex policy.
Time Management & Organisational Skills	<ul style="list-style-type: none"> Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position. 	<ul style="list-style-type: none"> Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice. 	<ul style="list-style-type: none"> Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters, which could include providing a consultancy service and advice on policy matters and contribute to their development. 	<ul style="list-style-type: none"> Wide range of conditions to achieve results in line with divisional/corporate goals, which will include planning, direction, control and evaluation of operations. 	<ul style="list-style-type: none"> Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.
General Responsibilities	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Duties of a specialised nature requiring the development of expertise over time or previous knowledge Providing a reference, research &/or technical information service including the facility to understand & develop technologically based systems A substantial component of supervision or provide specialist expertise 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Involvement in establishing section/department programs and procedures Responsibility for a moderately complex project A minor phase of a broader or more complex professional assignment Specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer Control of projects and/or programs 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Significant projects and/or functions A range of duties within the work area, including problem definition, planning and the exercise of judgement Management of significant projects and/or works programs &/or functions Assisting with/prepare budgets Control and co-ordination of a work area within budgetary constraints 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Responsibility for a significant work area Development of work practices & procedures for various projects Development & implementation of significant operational procedures Reviewing operations to determine effectiveness Develop appropriate methodology & apply proven techniques in providing specialised services 	<ul style="list-style-type: none"> Officers at this level have responsibilities which will/may include: <ul style="list-style-type: none"> Involvement in the initiation & formulation of extensive projects/programs which impact on council's goals & objectives Undertaking work of significant scope &/or complexity Extensive projects/ programs in accordance with department/ corporate goals Development, implementation and evaluation of goals

	<ul style="list-style-type: none"> Supervision of various functions within a work area or projects Supervision of contractors 	<ul style="list-style-type: none"> Assisting in the preparation/prepare department or section budgets Supervision of section or in the case of small council, a department Supervision of contractors Setting priorities and monitor workflows in areas of responsibility Establish the most appropriate operational methods for section / department Setting outcomes for subordinate officers Work may span more than one discipline. 	<ul style="list-style-type: none"> Supervision/management responsibilities exercised within a multi-disciplinary, or major single function /operation or work area Implementation of effective control, including providing analysis/ interpretation for either a major single discipline or multi-discipline operation Appreciation of the long-term goals of council. Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area. 	<ul style="list-style-type: none"> Prepare budget submissions for senior officers &/or council Management/ supervision of staff is normally a feature at this level & establishing & monitoring work outcomes Decisions & actions taken at this level may have a significant effect on programs /projects / work areas being managed Good understanding of the long term goals of council Manage a works program or work area of council Undertake the control and co-ordination of a section, department &/or significant work area. Positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgement & delegated authority and the provision of expert advice. 	<ul style="list-style-type: none"> Management of a work area of council at a higher level of ability Management of service delivery Management of a department/section or operate as a senior specialist Application of a high level of analytical skills to attain & satisfy implement & initiate change in area of responsibility Little or no professional direction Authority to implement and initiate change in area of responsibility Positions at this level will demand responsibility for decision making within the constraints of corporate policy.
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GENERAL OFFICERS CLASSIFICATION CRITERIA 3 (SPECIFIC RESPONSIBILITIES LEVELS 4 TO 8)

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

CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Where the prime responsibility lies in the technical field	<ul style="list-style-type: none"> Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include: <ul style="list-style-type: none"> Utilisation of initiative and judgement in the selection and application of established principles, techniques and methods. 	<ul style="list-style-type: none"> Responsibilities could include: <ul style="list-style-type: none"> Lead teams on moderately complex technical projects Exercise significant initiative & judgement in the selection & application of established principles, techniques Provide reports to management & recommendations on technical suitability of equipment/Procedure/Processes/results 	<ul style="list-style-type: none"> Significant responsibilities for accomplishment of technical objectives, & could include: <ul style="list-style-type: none"> Duties which involve more than one discipline Contribution to the development of new techniques & methodology Provision of a consultancy service for a range of activities Development of methodology & application of proven techniques in providing 	<ul style="list-style-type: none"> Responsible for the control & co-ordination of projects in accordance with corporate goals. Refer to general responsibilities. 	<ul style="list-style-type: none"> Apply a high level of analytical skills in the attainment & satisfying of technical objectives, & could include: <ul style="list-style-type: none"> Technical support programs & subprograms within the framework of council's operating program Consultancy service Development/revision of methodologies / techniques

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CHARACTERISTIC	LEVEL 4	LEVEL 5	specialised technical services.	LEVEL 6	LEVEL 7	LEVEL 8
Where the Prime Responsibility is in the works area	<ul style="list-style-type: none">Assist senior officers with the establishment of work programs of a complex nature & could include:<ul style="list-style-type: none">Supervision of various functions in a work area/projects/part of total works programResponsibility for work groups or lead a team within a discipline related project or works programResponsibility for completion of assignments/standard & quality of work/ compliance with regulations, codes & specificationsResponsibility for part of works program budget.	<ul style="list-style-type: none">Responsible for moderately complex works programs, projects &/or functions & be required to establish outcomes to achieve department / council goals & could include:<ul style="list-style-type: none">Operational responsibility for works programsExercising judgement & initiative where procedures not clearly definedEstablishing works programs in small councils.	<ul style="list-style-type: none">Analysis/design for the development & maintenance of projects.	<ul style="list-style-type: none">Develop, supervise & implement significant works programs and /or a large outside workforce and/or contractors & could include:<ul style="list-style-type: none">Review of operations to determine their effectivenessControl and co-ordination of the works program within budgetary constraints.	<ul style="list-style-type: none">Develop and implement significant works programs.	<ul style="list-style-type: none">Establish, control & organise on-going plans & programmes for department/ council & could include:<ul style="list-style-type: none">Administering complex policy
Where prime Responsibility is in Libraries	<ul style="list-style-type: none">Carry out a variety of activities in the field of library services:<ul style="list-style-type: none">Utilise initiative/ judgement in selection/application of established principles, techniques & methods.Manage a recreation complex (aquatic or non-aquatic).	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level
Where prime responsibility is in recreation complex (aquatic or non aquatic)	<ul style="list-style-type: none">Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting & financial management.	<ul style="list-style-type: none">Plan, co-ordinate & administer the activities/ policies of local NRM Boards could include:<ul style="list-style-type: none">Supervision of other staffPreparation of the budgets.	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level
Where the prime responsibility is in the local NRM Board	<ul style="list-style-type: none">Plan, co-ordinate and implement the activities/ policies of the local animal and plant control board and could include:<ul style="list-style-type: none">Supervision of other staff.Responsibilities could include:<ul style="list-style-type: none">Lead a team within a discipline related projectLiaison with other professionals at a technical levelDiscussing techniques, procedures &/or results with	<ul style="list-style-type: none">Exercise professional responsibilities which could include:<ul style="list-style-type: none">Supervision of the functionTasks of a specialised natureProvide reports on progress of activities & provide recommendations	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level	Not Relevant at this Level
Where the prime responsibility is in the professional field		<ul style="list-style-type: none">Supervise/manage operation of a discrete element which is part of a larger office and could include:<ul style="list-style-type: none">Control & co-ordination of projects in accordance with corporate goals	<ul style="list-style-type: none">Refer to general responsibilities	Not Relevant at this Level	Not Relevant at this Level	<ul style="list-style-type: none">Ensure the outcome of work of significant scope &/or complexity & could include:<ul style="list-style-type: none">Assessment & review of standards & work of other professionals/external consultants

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	clients on straightforward matters.	<ul style="list-style-type: none"> Carry out planning studies for particular projects including aspects of design Utilise a high level of interpersonal skills in dealing with the public/ other organisations Exercise professional judgement within prescribed areas 	<ul style="list-style-type: none"> Providing a consultancy service to a range of clients Complex professional problem solving Supervision of technical staff (on occasions other professional staff in the discipline). 		<ul style="list-style-type: none"> Initiate & formulate departmental/council programs Implement council objectives within corporate goals. Develop & recommend ongoing plans & programs for department/ council
CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Where the prime responsibility is in the clerical / secretarial / administrative	<ul style="list-style-type: none"> Provide administrative support of a complex nature to senior officers & contribute to the interpretation & administration of matters for which there are no clearly established procedures & could include: <ul style="list-style-type: none"> Identification of specific or desired performance outcomes Application of programming knowledge & skills in systems development, maintenance & implementation Undertake computer operations requiring technical expertise & experience. 	<ul style="list-style-type: none"> Responsibilities could include: <ul style="list-style-type: none"> Exercise responsibility for a specialised area of council Provision of advice/assistance when non-standard procedures / processes are required Understanding of all areas of computer operation Undertake programming in specialist areas Exercise responsibility for a specialised area of councils computing operation Undertake publicity assignments of limited scope and complexity within the framework of council's publicity & promotions program involving the co-ordination of facets of the total program, media liaison, design & editing, layout of publications / displays. 	<ul style="list-style-type: none"> Refer to general responsibilities 	<ul style="list-style-type: none"> Refer to general responsibilities 	<ul style="list-style-type: none"> Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities &/or management of service delivery.
Where the prime responsibility is in child care	<ul style="list-style-type: none"> Manage a Child Care Centre of no more than 35 places & could include: <ul style="list-style-type: none"> Formulation & evaluation of annual budgets in liaison with committee Develop, plan and supervise the implementation of educational programs for children 	<ul style="list-style-type: none"> Manage a child care centre of no more than 60 places & could include: <ul style="list-style-type: none"> Formulation & evaluation of annual budgets in liaison with committee Develop, plan & supervise the implementation of educational &/or developmental programs for children 	Not relevant to this level	Not relevant to this level	

Where the prime responsibility is in environmental services	<ul style="list-style-type: none"> Formulate & evaluate annual budgets in liaison with committee. Staff recruitment. Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including: <ul style="list-style-type: none"> Compliance with various Acts, regulations, codes, standards & procedures, including plans, permits, applications, etc. Site inspection Advise on general planning procedures/ requirements & development/land division applications etc. Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including: <ul style="list-style-type: none"> Building or health applications including liaison with clients Plans, permits, applications, etc. Site inspection. Assist senior officers with the planning and co-ordination of a community program of a complex nature. 	<ul style="list-style-type: none"> Formulate & evaluate annual budgets in liaison with committee. Staff recruitment. Undertake duties in the disciplines of building & health. 	<ul style="list-style-type: none"> Supervision / management responsibilities exercised within a multi-discipline. 	
Where the prime responsibility is in community services	<ul style="list-style-type: none"> Plan, develop and operate a community service program of a moderately complex nature. 			

GENERAL OFFICERS CLASSIFICATION CRITERIA 4 (SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 4 TO 8)

CHARACTERISTIC	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Requirement of the Job	<ul style="list-style-type: none"> Knowledge of statutory requirements relevant to work area Knowledge of section procedures, policies and activities Sound discipline knowledge gained through previous experience, training or education Knowledge of the role of departments within council and/or service functions 	<ul style="list-style-type: none"> Knowledge of departmental programs, policies and activities Sound discipline knowledge gained through experience Knowledge of the role of council's structure and service Relevant degree with relevant experience, or Associate diploma with substantial experience, or Qualifications in more than one discipline, or 	<ul style="list-style-type: none"> Discipline/ specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation Discipline knowledge gained through experience, training or education Appreciation of the long term goals of the organisation Detailed knowledge of program activities and work 	<ul style="list-style-type: none"> Comprehensive knowledge of council policies and procedures Application of a high level of discipline knowledge Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level 	<ul style="list-style-type: none"> Detailed knowledge of council policy, programs and the procedures and practices High level of discipline knowledge Detailed knowledge of statutory requirements Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (Could be acquired through

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	<ul style="list-style-type: none"> Specialists require an understanding of the underlying principles in the relevant disciplines Relevant four year degree with two years relevant experience, or three year degree with three years of relevant experience, or Associate diploma with relevant experience, or less formal qualifications with substantial years of relevant experience, or attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. 	<ul style="list-style-type: none"> less formal qualifications with specialised skills sufficient to perform at this level, or attained through previous appointments, service and/or study an equivalent level of experience& expertise to undertake the range of activities required. 	<p>practices relevant to the work area</p> <ul style="list-style-type: none"> Knowledge of organisations structures or functions and comprehensive knowledge of council policies relevant to the section/ department Comprehensive knowledge of statutory requirements relevant to the discipline Degree with substantial experience, or Associate diploma with substantial experience, or Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<p>and extensive relevant experience, or</p> <ul style="list-style-type: none"> lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard, or A combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<p>further qualifications in field of expertise or in management), or</p> <ul style="list-style-type: none"> lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard, or combination of experience, expertise and competence the duties of the position.
Progression	<ul style="list-style-type: none"> Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service. 	<ul style="list-style-type: none"> Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service. 	Not relevant at this level	<ul style="list-style-type: none"> Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level. 	Not relevant at this level

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SENIOR OFFICERS CLASSIFICATION CRITERIA - Bands 1 & 2

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

	BAND 1	BAND 2
Function	<ul style="list-style-type: none"> Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations Provide detailed administrative support to a particular program, activity or function Undertake the preparation of reports on significant and/or complex issues, investigate & prepare information with recommendations. 	<ul style="list-style-type: none"> Manage a substantial work area at senior administrative or professional levels & would generally report to a more senior officer, but in some cases may report directly to the CEO. Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas Contribute to the development & implementation of corporate strategies or policy initiatives.
Advice	<ul style="list-style-type: none"> Provide expertise and/or policy advice, including technical/professional advice, across a range of programs or activities undertaken by the organisation Formulation of technical and/or policy advice on issues of significant importance to Council. 	<ul style="list-style-type: none"> Provide significant specialist advice on departmental programs or functions Provide expert advice, which would require a thorough knowledge & considerable depth and breadth of experience in a complex management or professional field.
Skills, knowledge & experience	<ul style="list-style-type: none"> Extensive experience in the field related to the operation of the work area Analytical and conceptual skills to resolve issues relevant to the work area Awareness of organisational operations as they relate to policy Detailed knowledge of financial program management techniques related to the work area Management skills and abilities necessary to undertake the allocation and monitoring of resources Sound human resource management skills. 	<ul style="list-style-type: none"> Ability to implement financial/program management techniques relevant to the work area Well-developed liaison & communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies Sound human resource management skills Management skills & abilities necessary to undertake the allocation & monitoring of human, financial and technical resources to ensure achievement of objectives.
Judgement	<ul style="list-style-type: none"> Decisions taken or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located. 	<ul style="list-style-type: none"> Exercise independent judgement in the resolution of complex problems or issues relevant to the work area.
Authority & Accountability	<ul style="list-style-type: none"> Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs Positions at this level may have independence of action within the constraints of Council objectives or corporate goals. 	<ul style="list-style-type: none"> Officers at this level have the authority to determine methods & procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of Council goals & objectives Accountable for the achievement of work area goals and objectives.
Organisational Relationships	<ul style="list-style-type: none"> Manage a team/small department May be a specialist responsible for a major function which is of significant importance to Council Report to a more senior officer or the CEO. 	<ul style="list-style-type: none"> Manage significant & complex projects that may span a number of departmental functional areas within a department or a small department Direction of subordinate staff would involve establishing & evaluating performance & interpreting policy relevant to the work area Report to a more senior officer or the CEO.

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SENIOR OFFICERS CLASSIFICATION CRITERIA - Bands 3 & 4

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

	BAND 3	BAND 4
Function	<ul style="list-style-type: none"> • Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department • Contribute to the development of corporate goals and program objectives which are of strategic importance to Council • Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies. 	<ul style="list-style-type: none"> • Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination & usually significant responsibilities for human, financial & technical resources • Exercise delegated authority to plan, direct &/or execute major programs/functions/support activities • Determine & revise associated strategic plans & objectives • Provide the primary & major source of knowledge & advice to CEO &/or Council on the Department's operation for which they have responsibility • Major contribution to the formulation of policy, strategic plans & general management for the organisation as a whole.
Advice	<ul style="list-style-type: none"> • Provide high level expert advice on critical management &/or technical issues relating to programs or the organisation as a whole • Provide authoritative "technical" or policy advice to Directors, CEO and/or Council. 	<ul style="list-style-type: none"> • Provide advice critical to the operation of Council. • Provide expert policy & strategic advice to the CEO and/or Council • Provide technical innovative & professional advice, which would influence the work of a major function &/or the organisations operations.
Skills, knowledge & experience	<ul style="list-style-type: none"> • High level management skills & abilities necessary to direct & monitor significant resources • Liaison & communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation, with clients or other organisations, often to finality • The ability to interpret & provide advice on legislation, corporate objectives, policies, operations or functions of the work area • Detailed knowledge in a range of subject matters • Thorough knowledge & experience in a complex management &/or professional field. 	<ul style="list-style-type: none"> • High levels of adaptability and flexibility • Possession of conceptual, analytical & creative skills in originating new techniques, establishing criteria & development of imaginative approaches • A high degree of originality and analytical & conceptual skills in the resolution of particularly complex "technical" or policy issues • The ability to modify existing principles to new & unusual problems, which may involve frequent changes in policy, program or technological requirements.
Judgement	<ul style="list-style-type: none"> • Authority to plan, design and implement programs/projects & functions independently, exercising discretion to achieve end results • Exercise initiative & resourcefulness in deviating from established methods & policy, contribute to the formation of policy & strategic plans • Decisions will impact on program activities, function allocations or commitment of resources • At this level specialists exercise independent judgement & introduce creative solutions in the resolution of complex problems or issues. 	<ul style="list-style-type: none"> • Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations • High level of judgement required in developing strategic plans & in considering operational and wider internal & external program & policy issues • Devise innovative solutions to complex policy or operational problems where guidelines are lacking.
Authority & Accountability	<ul style="list-style-type: none"> • Delegated authority to determine work plans & schedules to implement the goals & objectives of programs, within a department or in some instances across the organisation • Influence aspects of program or policy issues which have strategic importance • Responsibility & accountability for human, financial & technical resources under their control • Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible • Responsibility for developing policies. 	<ul style="list-style-type: none"> • Broad guidance on policy & strategic direction • Major influence on problems or policy issues • Authority to determine resource needs & allocate resources & direct accountability for their effective uses • Work reviewed in relation to fulfilment of program objective, effect of advice given & effectiveness / efficiency of overall program.
Organisational Relationships	<ul style="list-style-type: none"> • In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO. • Direction could be through established procedures or by explicit policy within a evaluation process overseen by the CEO or more senior officer • Direction over sub-ordinate staff would involve establishing & evaluating performance, & interpreting policy relevant to the work area • May report direct to the CEO. 	<ul style="list-style-type: none"> • Operate with high degree of independence in the execution & adaptation of work plans • May exercise major delegated authority from Council or CEO. • Will report direct to CEO.

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APPENDIX 2 - RATES OF PAY

GENERAL OFFICERS		Current Pay rate (Weekly Rate)	Year 1 New weekly rate from 1-07-2019 (Weekly Rate)	Year 2 1st pay period after 1-7- 2020 (Weekly Rate)	Year 3 1st pay period after 1-7- 2021 (Weekly Rate)
Classification		as at 30/06/2019	2.1% increase	2.1% increase	2.1% increase
Level 1	Yr 1	\$952.07	\$972.06	\$992.48	\$1,013.32
	Yr 2	\$994.96	\$1,015.85	\$1,037.18	\$1,058.96
	Yr 3	\$1,005.41	\$1,026.52	\$1,048.08	\$1,070.08
	Yr 4	\$1,038.72	\$1,060.53	\$1,082.80	\$1,105.54
	Yr 5	\$1,072.07	\$1,094.58	\$1,117.57	\$1,141.04
	Yr 6	\$1,105.34	\$1,128.55	\$1,152.25	\$1,176.44
Level 2	Yr 1	\$1,136.42	\$1,160.28	\$1,184.65	\$1,209.52
	Yr 2	\$1,169.65	\$1,194.21	\$1,219.29	\$1,244.90
	Yr 3	\$1,202.88	\$1,228.14	\$1,253.93	\$1,280.26
	Yr 4	\$1,236.16	\$1,262.12	\$1,288.62	\$1,315.68
Level 3	Yr 1	\$1,269.36	\$1,296.02	\$1,323.23	\$1,351.02
	Yr 2	\$1,302.58	\$1,329.93	\$1,357.86	\$1,386.37
	Yr 3	\$1,335.82	\$1,363.87	\$1,392.51	\$1,421.76
	Yr 4	\$1,369.09	\$1,397.84	\$1,427.19	\$1,457.16
Level 4	Yr1	\$1,398.95	\$1,428.32	\$1,458.32	\$1,488.94
	Yr 2	\$1,432.10	\$1,462.17	\$1,492.88	\$1,524.23
	Yr 3	\$1,465.26	\$1,496.03	\$1,527.45	\$1,559.52
	Yr 4	\$1,498.44	\$1,529.91	\$1,562.04	\$1,594.84
Level 5	Yr 1	\$1,527.95	\$1,560.04	\$1,592.80	\$1,626.25
	Yr 2	\$1,561.03	\$1,593.81	\$1,627.28	\$1,661.45
	Yr 3	\$1,594.11	\$1,627.58	\$1,661.76	\$1,696.66
Level 6	Yr 1	\$1,645.31	\$1,679.86	\$1,715.14	\$1,751.16
	Yr 2	\$1,700.28	\$1,735.98	\$1,772.44	\$1,809.66
	Yr 3	\$1,755.28	\$1,792.14	\$1,829.78	\$1,868.20
Level 7	Yr 1	\$1,805.94	\$1,843.86	\$1,882.58	\$1,922.11
	Yr 2	\$1,860.82	\$1,899.89	\$1,939.79	\$1,980.53
	Yr 3	\$1,915.62	\$1,955.85	\$1,996.92	\$2,038.86
Level 8	Yr 1	\$1,981.48	\$2,023.09	\$2,065.58	\$2,108.95
	Yr 2	\$2,047.28	\$2,090.27	\$2,134.17	\$2,178.99
	Yr 3	\$2,113.12	\$2,157.50	\$2,202.80	\$2,249.06

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SENIOR OFFICERS		Current Pay rate (Weekly Rate)	Year 1 New weekly rate from 1-07-2019 (Weekly Rate)	Year 2 1st pay period after 1-7- 2020 (Weekly Rate)	Year 3 1st pay period after 1-7- 2021 (Weekly Rate)
Classification		as at 30/06/2019	2.1% increase	2.1% increase	2.1% increase
Level 1	Step 1	\$1,653.14	\$1,687.86	\$1,723.30	\$1,759.49
	Step 2	\$1,708.38	\$1,744.25	\$1,780.88	\$1,818.28
	Step 3	\$1,763.65	\$1,800.69	\$1,838.50	\$1,877.11
Level 2	Step1	\$1,814.58	\$1,852.68	\$1,891.59	\$1,931.31
	Step2	\$1,869.70	\$1,908.96	\$1,949.05	\$1,989.98
	Step3	\$1,924.76	\$1,965.18	\$2,006.45	\$2,048.58
Level 3	Step 1	\$1,986.22	\$2,027.93	\$2,070.51	\$2,113.99
	Step 2	\$2,052.17	\$2,095.26	\$2,139.26	\$2,184.19
	Step 3	\$2,118.20	\$2,162.68	\$2,208.09	\$2,254.46
Level 4	Step 1	\$2,186.04	\$2,231.94	\$2,278.81	\$2,326.67
	Step 2	\$2,271.89	\$2,319.60	\$2,368.31	\$2,418.05
Level 5	Step 1	\$2,373.04	\$2,422.87	\$2,473.75	\$2,525.70
	Step 2	\$2,459.10	\$2,510.74	\$2,563.47	\$2,617.30
Level 6	Step 1	\$2,553.82	\$2,607.45	\$2,662.20	\$2,718.11
	Step 2	\$2,639.01	\$2,694.43	\$2,751.01	\$2,808.78
Level 7	Step 1	\$2,738.94	\$2,796.46	\$2,855.18	\$2,915.14
	Step 2	\$2,866.44	\$2,926.64	\$2,988.09	\$3,050.84

ADDENDUM

TO TATIARA DISTRICT COUNCIL MUNICIPAL OFFICERS WORKPLACE AGREEMENT 2019

BACKGROUND

1. The Tatiara District Council, employees of Tatiara District Council employed pursuant to the *SA Municipal Salaried Officers Award*, and the Amalgamated ASU (SA) State Union in respect of its members employed at Tatiara District Council, are parties to the *Tatiara District Council Municipal Officers Workplace Agreement 2019*.
2. After following the process set out in the *Fair Work Act 1994 (SA)* an agreement was reached between the parties, an enterprise agreement signed and lodged with the South Australian Employment Tribunal (SAET) seeking approval.
3. The SAET noted concerns about the wording in Clause 4.2, requiring clarification of employees excluded from the Agreement, Clause 12.2.3, requiring that the reference to the South Australian Industrial Relations Commission be replaced with the South Australian Employment Tribunal, and Clause 29.2, requiring an undertaking that employees making "Salarylink Contributions" to Statewide Super receive the Superannuation Guarantee Levy.
4. In order to approve the Agreement, the SAET required an undertaking, signed by the parties to the Agreement that resolves these concerns.

UNDERTAKING

The Tatiara District Council, employees of Tatiara District Council employed pursuant to the *SA Municipal Salaried Officers Award*, and the Amalgamated ASU (SA) State Union in respect of its members employed at Tatiara District Council, as the Parties bound by the *Tatiara District Council Municipal Officers Workplace Agreement 2019* agree to clarify and amend the below provisions of the Agreement as follows:

CLAUSE 4 - PARTIES BOUND and APPENDIX 1 – CLASSIFICATION AND STRUCTURE

Replacement clause:

CLAUSE 4 - PARTIES BOUND

- 4.2 This Agreement excludes the Chief Executive Officer and other senior officers subject to fixed-term performance-based employment contracts who will have the entirety of their terms and conditions of employment governed by their fixed term contracts.

APPENDIX 1 – CLASSIFICATION AND STRUCTURE

2. Classification
 - 2.2 Senior Officer - Chief Executive Officers
Classification criteria do not apply to the Chief Executive Officer employed under a fixed-term performance-based employment contract.
 - 2.3 Senior Officer
Classification criteria do not apply to Senior Officers employed under fixed-term performance-based employment contracts.

CLAUSE 12 - DISPUTE RESOLUTION

Replacement clause

CLAUSE 12 - DISPUTE RESOLUTION

12.2 Workplace Consultative Committee

- 12.2.3 If the issue remains unresolved, either party may refer the matter to an Alternative Dispute Resolution provider for resolution, or the South Australian Employment Tribunal for mediation, conciliation and, if necessary, arbitration. Both parties shall endeavour to have a hearing as soon as possible. The parties recognise that they may exercise their right to appeal the decision.

CLAUSE 29 – SUPERANNUATION

Replacement clause

29.2 The amount of the employer superannuation contribution will be:

- (a) For each employee who is making "Salarylink Contributions" to Statewide Super:
- (i) 3% of the employee's salary; and
 - (ii) Any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed of Statewide Super as advised by the Trustee from time to time to finance the Salarylink benefit for the employee; and
 - (iii) Any additional superannuation contributions which the employer agrees to pay in respect of the employee.
 - (iv) The Trust Deed of Statewide Super ensures compliance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- "Salarylink Contributions" has the meaning given to that term under the Trust Deed of Statewide Super.

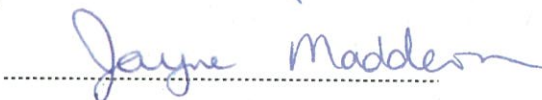
SIGNATORIES

Signed for and on behalf of the Tatiara District Council by:

Anne Champness
Chief Executive Officer



Witness



on this sixth day of November 2019

Signed on behalf of all employees by the employee representatives on the Workplace Consultative Committee:

Heather Mewett



Josie Verco



Karen Drabsch



on this this sixth day of November 2019

Signed for and on behalf of the Amalgamated ASU (SA) State Union

Abbie Spencer
Branch Secretary



on this

8 day of November

... 2019