

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	City of Port Lincoln Enterprise Bargaining Agreement 2022-2025
Employer	The Corporation of the City of Port Lincoln
Case number	ET-22-04519

Orders - Approval of Enterprise Agreement City of Port Lincoln Enterprise Bargaining Agreement 2022-2025

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 27 March 2023 and have a nominal expiry date of 30 June 2025.

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke.

Commissioner Rogers

27 Mar 2023

DOC_BUILDER_ENTERPRISE_AGREEMENTS



City of Port Lincoln



ENTERPRISE BARGAINING AGREEMENT 2022-2025 FINAL

Record Number: FINAL2215

File Ref: 12.44.1.10

We work on Barngarla Country.

The City of Port Lincoln acknowledges Aboriginal and Torres Strait Islander peoples as the First Australians and their continuing connection to land, sea, culture and community.

We pay respect to Elders past, present and emerging and are committed to working together on our reconciliation journey.

Contents

1. SECTION ONE - ADMINISTRATION.....	6
1.1. Title	6
1.2. Definitions	6
1.3. Date and Period of Operation	10
1.4. Parties Bound	10
1.5. Relationship to Agreements Prior to 1 July 2022	10
1.6. Relationship to Awards.....	10
1.7. Shared Services.....	10
2. SECTION TWO - EMPLOYEE RELATIONS	11
2.1. Employer of choice	11
2.2. Employee Protection	11
2.3. Continuous Improvement	11
2.4. Change Management	11
2.5. Targeted Separation Package and Forced Redundancy	12
2.6. Disputes Arising From This Agreement	12
2.6.1. Stages of Dispute Settlement	12
2.7. Additional Employee benefits	13
3. SECTION THREE - TERMS OF EMPLOYMENT	14
3.1. Types of Employment.....	14
3.1.1. Permanent	14
3.1.2. Fixed Term Contract	14
3.1.3. Casual Employees	14
3.1.4. Part Time Employees	14
3.1.5. Probation	15
3.2. Higher Duties	15
3.2.1. Backfilling of Vacancy	15
3.2.2. Performance of Higher Duties	15
3.2.3. Payment of Higher Duties.....	15
3.3. Drivers and Other Work Related Licences.....	16
3.4. Employment Agreement Flexibility	16
3.5. Journey Injury Insurance	16
3.6. Return to Work Top Up Insurance.....	16
3.7. Resignation	16
3.8. Employee Union Representative Training.....	17
4. SECTION FOUR – HOURS OF WORK AND RELATED MATTERS.....	18
4.1. Ordinary Span of Hours	18
4.2. Indoor Staff	18
4.3. Outdoor Staff	18

4.3.1.	Core hours	18
4.3.2.	Rostered Day Off	18
4.4.	Meal Breaks	18
4.5.	Additional Hours.....	19
4.6.	TOIL – Indoor Employees.....	19
4.7.	Standard Hours Variation	19
4.8.	Grace Days	19
4.9.	TOIL – Outdoor Employees.....	20
4.10.	Excess Travelling Time	20
4.10.1.	Inside	20
4.10.2.	Outside	21
4.11.	Overtime – Outdoor Employees.....	21
4.12.	Call Backs	21
4.12.1.	Call Back Payments.....	21
4.12.2.	Additional Call Backs.....	22
4.12.3.	Call Back Rates – Library and Nautilus Arts Centre Out of Ordinary Span of Hours Openings	22
4.13.	On Call Employees	22
4.13.1.	Animal Management On Call Allowances	23
4.13.2.	Animal Management On Call Employees – Call Back Rate.....	23
4.14.	Over Payment of Salary	23
4.15.	Superannuation	24
4.15.1.	Additional Superannuation.....	24
4.16.	Classification Criteria	24
4.17.	Rate of Pay Increases.....	24
4.18.	No Further Increases	24
5.	SECTION FIVE - LEAVE ENTITLEMENTS	25
5.1.	Annual Leave	25
5.2.	Community and Emergency Services Membership Leave	25
5.3.	Defence Reservists	25
5.4.	Bereavement Leave	26
5.5.	Family and Domestic Violence Leave	26
5.6.	Long Service Leave.....	26
5.7.	Parental Leave and Return to Work	27
5.7.1.	Paid Parental Leave Allowance.....	27
5.8.	Sick Leave (Including Carers Leave)	28
6.	SECTION SIX - INDUSTRIAL MATTERS	29
6.1.	Right of Entry	29
6.2.	Renegotiation of Agreement	29
7.	SECTION SEVEN - SIGNATURES OF THE PARTIES	30

8. APPENDIX A - RATES OF PAY 31

9. APPENDIX B – CLASSIFICATION CRITERIA 32

1. SECTION ONE - ADMINISTRATION

1.1. TITLE

This Agreement shall be known as the City of Port Lincoln Enterprise Bargaining Agreement 2022-2025.

1.2. DEFINITIONS

Additional Time	shall mean time worked by a part-time employee that is in addition to the employee's standard ordinary hours of work but still falls within Ordinary Span of Hours.
ASU	shall mean the Australian Municipal, Administrative, Clerical and Services Union.
Award/s	shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	shall mean the Amalgamated AWU (SA) State Union.
CEO	shall mean the Chief Executive Officer of Council.
Commission	shall mean the South Australian Employment Tribunal.
Community Facility	shall mean a Council owned and/or operated facility providing either community or commercial services and where the standard business operating hours are outside of the Ordinary Span of Hours as defined (eg; Visitor Information Centre, Nautilus Arts Centre, Leisure or Sporting Facilities).
Consultation	shall mean the sharing of information and the exchange of views between the parties and includes the opportunity to contribute effectively to decision-making processes involving the introduction of major change having significant effects on employees.
Continuous Service	shall mean continuous service under a contract or sequential contracts of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
Council	shall mean the Corporation of the City of Port Lincoln.
Employee	shall mean all employees employed by the Council, with the exception of those employees employed: <ul style="list-style-type: none"> • <i>in the position of Chief Executive Officer;</i> • <i>in the position of General Manager;</i> • <i>pursuant to an Individual Contract as defined;</i> • <i>in the operations of a Community Facility as defined or</i> • <i>in a role which is not otherwise covered by the relevant Awards.</i>

Employer	shall mean the Corporation of the City of Port Lincoln.
Employment Agreement	shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
Employment Contract	shall mean an agreement in writing between the Employer and the Employee, employed on a fixed term contract, in relation to the specific details relevant to their employment.
Employee Representative	shall mean an employee nominated by another employee to be their support person during dispute resolutions processes.
Family and Domestic Violence	is violent, threatening or other abusive behaviour by a close relative of a person that: <i>(a) seeks to coerce or control the person; and</i> <i>(b) causes the person harm or to be fearful.</i>
Full Time	shall mean a full time employee engaged for 75 hours per fortnight at ordinary time.
General Manager	shall mean an employee who is responsible for the management of a defined functional area and the staff employed in that defined functional area, and who has been determined and identified as a General Manager in the organisational structure.
Immediate Family	shall mean <i>(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</i> <i>(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or</i> <i>(c) any member of the person's household; or</i> <i>(d) any other person who is dependant of the person's care.</i>
Individual Contract	shall mean a written contract of employment that clearly excludes the application of this EBA and/or previous enterprise agreements.
Indoor Staff	shall mean employees who primarily are employed in Customer Service, Corporate Services, Environment & Community Safety Services, Development Services, Operational Services, Community Services, Library Services and Management positions.
Local Government Employee Award (LGE)	shall mean a consolidated award of the South Australian Employment Tribunal published pursuant to the provision of the <i>Fair Work Act 1994</i> . Applicable to Outdoor Staff only.

Manager	shall mean an employee who is in the role of Manager or Coordinator and is responsible for management of a work area and the staff employed in that work area.
Ordinary Span of Hours	shall mean the span of time on a given day in which an employee's Standard Ordinary Hours can be worked as defined in clause 4.1.
Ordinary Time	shall mean the normal hourly rate of pay as per the employment contract/agreement.
Outdoor Staff	shall mean employees employed in the Open Space, Civil Operations and the Depot excepting clerical employees and other non-manual employees.
Pro Rata Leave	shall mean leave entitlements for Part-time employees, calculated on a basis determined by the number of hours (fraction) they work compared to a full time equivalent.
Remuneration	shall mean total income including wages, regular overtime, allowances superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment Contract and or Employment Agreement.
South Australian Municipal Salaried Officers Award (SAMSOA)	shall mean a consolidated award of the South Australian Employment Tribunal published pursuant to the provisions of the Fair Work Act 1994. Applicable to indoor staff only.
Standard Hours	shall have the meaning defined in clauses 4.1 to 4.3, for which the ordinary time hourly rate in Appendix A will be payable.
Superannuation Contribution	shall mean contributions, which the employer must pay into a complying superannuation fund on behalf of an employee under the Superannuation Guarantee (Administrative) Act 1992.
Supervisor/Team Leader	shall mean an employee who is responsible for the day-to-day supervision of employees of a work area.
Time for Time	shall mean that the time accrued is equivalent to the time actually worked (i.e. one hour of overtime = one hour of TOIL). If received as a cash payment, TOIL will be paid at the employee's ordinary hourly rate.
Time Off in Lieu (TOIL)	shall mean additional ordinary hours, which are worked by staff, to be taken as paid time off in lieu of a cash payment as recorded.

Trainee	shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation and who was not a pre-existing employee of Council.
Existing Worker Trainee	shall mean a current employee of Council who enters into a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation.
Union	shall mean the AWU or ASU.
Union Representative	shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.
Work Area	shall mean the location, department or function in which an employee primarily works or is based for work purposes.

1.3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing from the date this Enterprise Agreement is approved by the South Australian Employment Tribunal and ending on 30 June 2025.

All parties agree that the increase to the rates of pay and on call allowances will take effect from 1 July 2022 and employees will receive the calculated back payments once this Enterprise Agreement has been approved by a majority vote of the Employees bound by the Agreement.

All parties have mutually agreed that to accommodate the transition to the other negotiated terms of this Agreement, implementation of amended administrative processes and system changes will commence from 1 October 2022.

1.4. PARTIES BOUND

This Agreement is binding on:

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

1.5. RELATIONSHIP TO AGREEMENTS PRIOR TO 1 JULY 2022

This Agreement replaces all previous Certified and/or Collective and/or Enterprise Agreements between parties bound as per Clause 1.4. Parties Bound.

1.6. RELATIONSHIP TO AWARDS

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

1.7. SHARED SERVICES

The parties acknowledge that the Eyre Peninsula Councils are committed to working collaboratively to investigate and implement opportunities for a shared services approach to optimise the efficient delivery of services provided to their respective communities. It is anticipated that a shared services approach may provide career development opportunities for staff across the Eyre Peninsula Councils.

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

2. SECTION TWO - EMPLOYEE RELATIONS

2.1. EMPLOYER OF CHOICE

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

2.2. EMPLOYEE PROTECTION

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

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

2.3. CONTINUOUS IMPROVEMENT

The employer and employees agree to proactively engage in discussions with a continuous improvement focus including, but not limited to, ways to review and implement changes to business and work practices across Council aimed at creating improvements to both the efficiency and effectiveness of Council.

2.4. CHANGE MANAGEMENT

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

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

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

As soon as change is considered, the matter shall be discussed with the affected employees and the broader work groups. The Council will advise the Unions if appropriate, and there will be full consultation with all parties who will be affected by the change.

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

2.5. TARGETED SEPARATION PACKAGE AND FORCED REDUNDANCY

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

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

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

2.6. DISPUTES ARISING FROM THIS AGREEMENT

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

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

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

2.6.1. Stages of Dispute Settlement

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

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

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

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

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

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

2.7. ADDITIONAL EMPLOYEE BENEFITS

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

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

3. SECTION THREE - TERMS OF EMPLOYMENT

3.1. TYPES OF EMPLOYMENT

3.1.1. Permanent

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

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

3.1.2. Fixed Term Contract

Council may engage employees under a fixed term contract for positions that:

- a) are for a specific project or program of defined duration;
- b) are for a position which is wholly or predominantly funded from an external body;
- c) replaces an employee who is on extended leave for a period of greater than four (4) weeks.

For the avoidance of doubt, employees who are employed under a fixed term contract immediately prior to commencement of this Agreement will continue to be employed on that basis. However, any future offer of employment will be in accordance with this Agreement.

3.1.3. Casual Employees

A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment. Casual employees will be entitled to a casual loading in accordance with the relevant Award.

3.1.4. Part Time Employees

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

A part time employee is an employee who:

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

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

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

3.1.4.1. Applying for Part Time Employment

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

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

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

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

3.1.5. Probation

All employee appointments at Council are made on the basis of the satisfactory completion of a pre-determined probationary period, which will be as outlined in the employees Employment Agreement.

3.2. HIGHER DUTIES

3.2.1. Backfilling of Vacancy

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

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

3.2.2. Performance of Higher Duties

Employees performing higher duties in accordance with clause 3.2.1 may be required to work within the higher position's delegated authority. This will be dependent on the duration and timing of the higher duties period. The delegated authority will be determined by the Manager and/or the General Manager and approved by the CEO.

3.2.3. Payment of Higher Duties

An employee directed by the CEO and/or General Manager to perform higher duties and responsibilities for a continuous period of one working day or more on each occasion will become entitled to higher duties payment of either:

1. the first increment level pay rate for the higher EBA classification of the role; or
2. the current hourly rate of the role they are undertaking the higher duties and responsibilities for a role outside of the EBA.

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

3.3. DRIVERS AND OTHER WORK RELATED LICENCES

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

- LR Light Rigid
- MR Medium Rigid
- HR Heavy Rigid
- HC Heavy Combination
- MC Multi Combination

will be entitled to reimbursement of the cost of the drivers licence fee up to a maximum of five years by completing Renewal of Driver's Licence and Other Work Related Licences form and providing the necessary documentation.

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

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

3.4. EMPLOYMENT AGREEMENT FLEXIBILITY

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

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

3.5. JOURNEY INJURY INSURANCE

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

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

3.6. RETURN TO WORK TOP UP INSURANCE

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

3.7. RESIGNATION

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

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

The notice period cannot be served out as annual leave or long service leave unless negotiated and agreed to by the CEO.

3.8. EMPLOYEE UNION REPRESENTATIVE TRAINING

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

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

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

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

Any disputes arising out of this Clause shall be resolved in accordance with Clause 2.6 Disputes Arising from This Agreement.

4. SECTION FOUR – HOURS OF WORK AND RELATED MATTERS**4.1. ORDINARY SPAN OF HOURS**

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

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

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

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

4.2. INDOOR STAFF

The ordinary hours of work of a full time employee shall be no more than 75 hours per fortnight. Standard Hours of work will be no more than 7.50 hours per day.

4.3. OUTDOOR STAFF

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

4.3.1. Core hours

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

4.3.2. Rostered Day Off

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

4.4. MEAL BREAKS

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

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

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

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

4.5. ADDITIONAL HOURS

Hours accrued as TOIL shall not exceed 22.5 hours unless prior authorisation is given by the CEO and/or General Manager.

Accrued TOIL is to be taken at a time which is mutually agreed by the employee and their Manager to meet the needs of the work area.

Any TOIL taken for periods of more than half of an employee's standard day will also need a leave application form completed and authorised prior to taking the leave.

Absences from work taken as TOIL time are to be recorded on the employee's time sheet.

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

4.6. TOIL – INDOOR EMPLOYEES

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

Employees are required to be at work either during the core business hours of the work area in which they are employed for Full Time employees, or the contracted hours as per the employee's Employment Agreement for Part Time employees, unless a flexible working arrangement is negotiated.

Additional time worked must be spent doing productive work directly related to the employee's role. Employees cannot exceed a total of 4 hours TOIL worked per fortnight without the prior approval of the employee's Manager. The total TOIL hours worked each fortnight cannot be offset by any TOIL taken in the same period.

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

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

4.7. STANDARD HOURS VARIATION

For periods in excess of four weeks, a part-time employee may agree to temporarily vary their standard hours up to a maximum of 37.50 standard hours per week, at their standard ordinary hourly rate of pay provided the agreement is entered into without duress, and in writing, using the Amendment to Employment Arrangement agreement form. Any amendment to employment arrangements entered into by both the employee and Council are not to be taken as a permanent variation of the Standard Hours as per the employee's employment agreement.

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

4.8. GRACE DAYS

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

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

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

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

Where Council determines that a work area will remain open during Christmas and New Year period, then the affected employees will be able to access the equivalent number of Grace Days they would have received if their work area had closed. These days should be taken in conjunction with the employee's period of approved leave or public holidays, which falls closest to the Christmas and New Year period or as agreed with their Manager.

The dates that the Grace Days will be taken need to be agreed and approved by the employee's Manager prior to the Christmas and New Year period so Managers can plan for and assess other leave requests throughout the year.

This clause does not apply to Casual Employees.

4.9. TOIL – OUTDOOR EMPLOYEES

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

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

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

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

All other additional hours of work, will be as per the Overtime clause 4.11 or as negotiated in the Ordinary Span of Hours Clause 4.1.

4.10. EXCESS TRAVELLING TIME

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

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

4.10.1. Inside

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

4.10.2. Outside

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

4.11. OVERTIME – OUTDOOR EMPLOYEES

All overtime shall be paid at time and a half. Overtime shall be paid as a cash payment when an employee works in excess of their standard hours of work on any one day and/or an employee works outside of the ordinary span of hours.

An Employee may make a request to their Manager to accrue the overtime worked as TOIL at time for time, in lieu of a cash payment at the overtime rate.

4.12. CALL BACKS

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

- on a day other than their contracted standard days of work; or
- after having completed their standard hours of work for the day and have left the workplace, are required to undertake further work on behalf of Council

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

4.12.1. Call Back Payments

There are 3 different circumstances where Call Back payments apply.

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

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

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

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

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

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

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

This clause does not apply to:

- employees undertaking weekend work at the Library or Nautilus Arts Centre as per clause 4.12.3 Call Back Rates – Library and Nautilus Arts Centre Out of Ordinary Span of Hours Openings or
- employees in receipt of the Animal Management Weekend or Public Holiday On Call Allowance as per clause 4.13.1 Animal Management Animal Management On Call Allowances.

4.12.2. Additional Call Backs

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

If an employee receives another call back once they have returned to their home after completing a call back, the time taken to action the call back will be considered a new call back.

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

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

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

Employees will not be expected to be included on the Library or the Nautilus Arts Centre 'Out of Ordinary Span of Hours Openings' weekend roster whilst they are on any form of leave, however they may nominate to be included on the weekend roster whilst they are on Annual Leave if they choose to.

4.13. ON CALL EMPLOYEES

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

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

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

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

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

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

4.13.1. Animal Management On Call Allowances¹

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

4.13.1.1. Weekday On Call Allowance

Monday – Friday	\$35.00
-----------------	---------

4.13.1.2. Weekend and Public Holiday On Call Allowance

Saturday	\$65.00
----------	---------

Sunday	\$65.00
--------	---------

Public Holidays	\$65.00
-----------------	---------

Should an employee be required to attend a call back Monday to Friday (excluding public holidays), they will be entitled to the provision of Clause 4.12.1, in addition to this on call allowance.

The Animal Management On-Call Allowance will attract an annual increase on the 1 July 2023 and 1 July 2024 equal to the Adelaide All Groups Consumer Price Index as calculated for the twelve month period ending 31 March immediately preceding the financial year end.

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

4.13.2. Animal Management On Call Employees – Call Back Rate

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

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

Employees who undertake On Call duties whilst in receipt of the Animal Management Weekday On Call Allowance will be paid as per call back provisions in clause 4.12.1 Call Back Payments.

4.14. OVER PAYMENT OF SALARY

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

¹.

4.15. SUPERANNUATION

Council will contribute on each Employee's behalf the prescribed amount required by the Superannuation Guarantee (Administration) Act 1992 as amended from time to time, into a complying superannuation fund nominated by the Employee. If an Employee does not choose a superannuation fund, Council will make contributions into either:

- a) If applicable, a 'stapled' fund for the employee, as determined by the Australian Tax Office or
- b) If the Australian Tax Office does not identify a 'stapled fund' for the Employee, to the default fund nominated by Council (Being on commencement of this Agreement, Hostplus Super)

4.15.1. Additional Superannuation

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

4.16. CLASSIFICATION CRITERIA

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

The parties agree that, subject to the provisions of this clause, Classification levels 10 and 11 which have been included in previous Enterprise Agreements will no longer be covered by this Enterprise Agreement and as such, have been removed from the Appendix B Classification Criteria.

Employment positions classified at a level 10 or 11 immediately prior to the commencement of this Enterprise Agreement will be grandfathered for the existing incumbent employees, but future appointments (made on and after the commencement of this Agreement) for these positions will be pursuant to Individual Contracts only and not covered by this Enterprise Agreement.

Put another way, employees in positions classified as level 10 and level 11 immediately prior to the commencement of the Enterprise Agreement will retain coverage, unless the incumbent employee requests to negotiate an Individual Contract not subject to this Enterprise Agreement.

The rates of pay for level 10 and 11 will be retained in Appendix A – Rates of Pay, until the remaining incumbent level 10 and level 11 positions have transitioned from the old structure.

4.17. RATE OF PAY INCREASES

Under this agreement effective the 1 July 2022 employees will be paid the hourly rate for their classification level as listed in APPENDIX A – RATES OF PAY. For the 12 month periods beginning the first full pay period after 1 July 2023 and 1 July 2024, an annual increase in the hourly base rate equal to the Adelaide All Groups Consumer Price Index, as calculated for the 12 month period ending 31 March immediately preceding the financial year end, or 3.00 %, whichever is the greater, will be applied from the first full pay period after the 1 July 2023 and 1 July 2024.

4.18. NO FURTHER INCREASES

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

5. SECTION FIVE - LEAVE ENTITLEMENTS

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

5.1. ANNUAL LEAVE

Full time employees accrue four weeks paid annual leave each year, to which they become entitled after completion of each 12 month period of continuous service.

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

Employees can request to access their annual leave as it accrues.

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

Employees should not exceed 8 weeks total balance of annual leave entitlements and accruals at any given time, unless agreed to by the CEO and/or General Manager.

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

Annual leave will not be paid in advance.

No leave loading will apply.

5.2. COMMUNITY AND EMERGENCY SERVICES MEMBERSHIP LEAVE

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

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

5.3. DEFENCE RESERVISTS

Council recognises its obligations to protect the rights and entitlements of its employees who are Defence Reservists under the *Defence Reserve Service (Protection) Act 2001*. Council will release employee Defence Reservists to undertake all types of Defence Service and will continue to employ them on their return.

Employee Defence Reservists should, as a matter of good practice, always try to give Council as much notice as possible of the dates they will be absent from work on Defence service.

5.4. BEREAVEMENT LEAVE

An employee may take two (2) paid days per occasion of bereavement leave for the following reasons.

- a) to spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; or
- b) on the death of an immediate family or household member; or
- c) when a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- d) when the employee, or the employee's spouse or de facto partner, has a miscarriage.

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

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

5.5. FAMILY AND DOMESTIC VIOLENCE LEAVE

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

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

The accessing and processing of Family and Domestic Violence leave will be treated with the strictest confidence as circumstances reasonably permit.

5.6. LONG SERVICE LEAVE

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

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

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

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

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

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

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

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

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

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

- current employees may be offered additional hours to undertake specific duties
- a temporary employee may be engaged for the period
- a current employee may be appointed as per clause 3.2.11 Backfilling of Vacancy.

5.7. PARENTAL LEAVE AND RETURN TO WORK

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

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

Outside of paid leave entitlements, unless eligible for Paid Parental Leave Allowance as per clause 5.7.1, Council has no other financial obligation to an employee who is on Parental Leave.

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

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

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

5.7.1. Paid Parental Leave Allowance

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

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

5.8. SICK LEAVE (INCLUDING CARERS LEAVE)

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

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

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

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

If so required, an employee shall provide a medical certificate obtained within three days of the commencement of the absence. For all absences of greater than two days duration or where more than five single days have been taken, a certificate from a duly accredited medical practitioner must be provided by the employee. For the purpose of this clause five single days relates to an employee's entitlement year period.

For any single sick leave days taken together with a public holiday, or days preceding and following a weekend, a satisfactory medical certificate or a Statutory Declaration will be required. Any Statutory Declaration provided as evidence for the purposes of accessing Sick Leave under this clause must be made on a Statutory Declaration form under the South Australian *Oaths Act 1936* and can be witnessed by any class of person prescribed in the *Oaths Regulations 2021*, except for another City of Port Lincoln Council Employee.

Further information in relation to how to complete a Statutory Declaration under the *Oath Act 1936* can be found on the Attorney General's Department website at www.agd.sa.gov.au

6. SECTION SIX - INDUSTRIAL MATTERS
--

6.1. RIGHT OF ENTRY

Right of entry provisions are those prescribed under the relevant Award

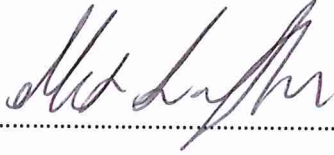
6.2. RENEGOTIATION OF AGREEMENT

The parties agree to commence negotiations on a replacement agreement 18 months prior to the expiry of this agreement.

7. SECTION SEVEN - SIGNATURES OF THE PARTIES

Signed for and on behalf of:

The Corporation of the City of Port Lincoln



Matthew Morgan
Chief Executive Officer

Witness Signature: 

On this day of

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

Nominee Signature: 

Nominee Name: **Justin Clements**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Jasmine Schutz**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Damian Woolford**

Witness Signature: 

Nominee Signature: 

Nominee Name: **Shane Rigden**

Witness Signature: 

On this 8th day of September 2022

8. APPENDIX A - RATES OF PAY

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

The hourly rates of pay commencing 1 July 2022 have been determined by applying a 4.7% increase to the base hourly rate as at 30 June 2022, being equivalent to the Adelaide All Groups Consumer Price Index, as calculated for the 12 month period ending 31 March 2022.

Classification Level	Base Hourly Rate 1 July 2022	Per Fortnight (75 Hours)
LEVEL 1.1	\$30.83	\$2,312.59
LEVEL 1.2	\$31.85	\$2,388.79
LEVEL 2.1	\$33.37	\$2,503.01
LEVEL 2.2	\$34.10	\$2,557.41
LEVEL 3.1	\$34.82	\$2,611.80
LEVEL 3.2	\$35.77	\$2,682.60
LEVEL 4.1	\$36.78	\$2,758.78
LEVEL 4.2	\$37.73	\$2,829.45
LEVEL 5.1	\$38.89	\$2,916.50
LEVEL 5.2	\$39.69	\$2,976.44
LEVEL 6.1	\$40.70	\$3,052.59
LEVEL 6.2	\$43.68	\$3,275.65
LEVEL 7.1	\$44.62	\$3,346.42
LEVEL 7.2	\$46.80	\$3,509.65
LEVEL 8.1	\$48.25	\$3,618.47
LEVEL 8.2	\$51.51	\$3,863.29
LEVEL 9.1	\$54.78	\$4,108.21
LEVEL 9.2	\$56.44	\$4,233.31
LEVEL 10.1	\$58.19	\$4,363.91
LEVEL 10.2	\$60.36	\$4,527.13
LEVEL 11.1	\$64.72	\$4,853.63
LEVEL 11.2	\$66.89	\$5,016.86
OOSHO	\$58.07	N/A
AMOC	\$58.07	N/A

9. APPENDIX B – CLASSIFICATION CRITERIA

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

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

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

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

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

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



City of Port Lincoln

Council Administration Office

Level One, Civic Centre

60 Tasman Tce Port Lincoln SA 5606

T: 8621 2300 F: 8621 2399

E: plcc@plcc.sa.gov.au

Web: www.portlincoln.sa.gov.au