

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Agreement title	Yorke Peninsula Council Municipal Officers Enterprise Agreement No 6, 2022
Employer	Yorke Peninsula Council
Case number	ET-22-03538

Orders - Approval of Enterprise Agreement Yorke Peninsula Council Municipal Officers Enterprise Agreement No 6, 2022

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 9 September 2022 and have a nominal life extending 30 June 2023

A handwritten signature in blue ink, appearing to read 'A. Cairney', is positioned above the printed name of the Commissioner.

Commissioner Cairney

09 Sep 2022

DOC_BUILDER_ENTERPRISE_AGREEMENTS



Yorke Peninsula Council
Municipal Officers Enterprise Agreement
Number 6, 2022



This page is intentionally left blank

Arrangement of this Enterprise Agreement

The Yorke Peninsula Council Enterprise Agreement is arranged as follows:

1.	Agreement Title	6
2.	Definitions	6
3.	Date and Period of Operation.....	7
4.	Parties Bound	7
5.	Relationship to Award and Certified Agreements.	7
6.	Aims/ Objectives.....	8
7.	Industrial Relations	8
8.	Consultation	8
9.	Change Management	8
10.	Continuous Improvement.....	9
11.	Enterprise Agreement Committee	9
12.	Union Workplace Representatives	10
13.	Dispute/ Conflict Resolution Procedure	10
14.	Right of Entry	11
15.	Agreement Access	11
16.	Salary Increases	11
17.	Classifications	11
18.	Payment of Wages.....	11
19.	Employment Categories	11
19.1	Recruitment and Selection	11
19.2	Casual Employment (as per Award).....	13
19.3	Part-Time Employment	13
19.4	Fixed Term Employment (as per Award)	13
20.	Job Sharing and Part Time Arrangements.....	13
21.	Termination of Employment.....	13
21.1	Notice of Termination by Employer.....	13
21.2	Notice of Termination by Employee (as per Award).....	14
21.3	Time Off During Notice Period (as per Award)	14
22.	Employment Security.....	14
22.1	No Forced Redundancies.....	14
22.2	Redeployment of Council Employees.....	14
22.3	Voluntary Redundancies and Voluntary Separation Packages	15
22.4	Redeployment and Re-training Guidelines	15
23.	Job and Work Re-design	15
24.	Classification, Reclassification and Rates of Pay	16

25.	Corporate Wardrobe	16
26.	Worksite Relocation.....	16
27.	Drivers Licence.....	17
28.	Professional Subscriptions	17
29.	Ordinary Hours of Work.....	17
30.	Overtime.....	19
31.	Rest Period After Overtime (as per Award)	19
32.	Time Off in Lieu of Overtime (as per Award)	19
33.	Rostered Days Off (RDO).....	19
34.	Accrued Time.....	20
35.	Call Out	20
36.	Annual Leave	20
37.	Annual Leave Loading (as per Award).....	21
39.	Compassionate Leave	21
40.	Domestic Violence Leave	22
	40.1 Entitlement to unpaid leave.....	22
	40.2 Taking unpaid leave	22
	40.3 Service and continuity.....	22
	40.6 Compliance	23
41.	Jury Service	23
42.	Long Service Leave.....	23
43.	Parental Leave	24
44.	Personal (Sick and Carer's) Leave	24
45.	Wellness Day	25
46.	Notification of Personal Leave	25
47.	Defence Leave Training.....	26
48.	Closure Over the Christmas/ New Year Period	26
49.	Work for the Dole Placements.....	26
50.	Personal Protective Clothing.....	27
51.	Superannuation Fund and Payments.....	27
52.	Salary Sacrifice/ Remuneration Packaging.....	27
53.	Individual Performance Development.....	28
54.	Training and Professional Development.....	28
55.	Training After Hours and Accommodation	29
56.	Study Leave Allowance	29
57.	First Aid Training	29
58.	Induction Program for New Employees	29
59.	Private Use of Vehicles	29
60.	Working Supervisors.....	30

61.	Income Protection Fund	30
62.	Journey Accidents	30
63.	Trainees	30
64.	Corporate Health	30
65.	Time Record.....	30
66.	Signatories	31
	Schedule 1 – Classification Procedure	32
	Schedule 2 – Glossary of Terms to the General Officer Classification Criteria	34
	Schedule 3 – Parties Bound.....	38
	Schedule 4 – Table of Salary Rates for the Terms of this Agreement	39
	Schedule 5 – General Officer Classification Criteria Post 1 st July 2019.....	40
	Schedule 6 – Senior Officers Classification Criteria	55

1. Agreement Title

This Agreement shall be known as the Yorke Peninsula Council Municipal Officers Enterprise Agreement No 6, 2022.

2. Definitions

- 2.1 **Act** shall mean the *Fair Work Act 1994 (SA)*, as amended.
- 2.2 **Agreement** shall mean Yorke Peninsula Council Municipal Officers Enterprise Agreement No 6, 2022.
- 2.3 **Award** shall mean the South Australian Municipal Salaried Officers Award.
- 2.4 **Consultation** is the process that will have regard to the employer's and employees' interests in the formulation of plans, which have a direct impact upon them. It provides the employer and employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.
- 2.5 **Corporate Management Team (CMT)** is the management team of Council consisting of the Chief Executive Officer and Directors.
- 2.6 **Council** shall mean the Yorke Peninsula Council.
- 2.7 **Domestic Violence** in this agreement:
- Family and Domestic Violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
 - Family member means:
 - A spouse or de facto partner (including former spouse or de facto partner), child, parent, grandparent, grandchild or sibling of the employee; or
 - A child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules
- 2.8 **Employee** shall mean an employee who is remunerated by salary and whose duties, responsibilities and work description are contained within the terms of this Agreement.
- 2.9 **Employer** shall mean the Yorke Peninsula Council.
- 2.10 **Family** shall include any person who relies on the employee as a primary care giver.
- 2.11 **Immediate Family** shall include:
- 2.11.1 partner (legally married or de-facto) including same-sex partners or a former partner of the employee;
 - 2.11.2 child or an adult child (including adopted child, step-child, foster child, son or daughter-in-law or an ex-nuptial child); or
 - 2.11.2 parent/guardian, parent's partners, step-parent, grandparent, grandchild, sibling step-sibling or sibling-in-law of the employee.
- 2.12 **Ordinary Span of Hours** shall mean the hours of work paid at the ordinary hourly rate and not attracting any penalty.
- 2.13 **Salary/Remuneration** shall mean total income including superannuation payment, use of vehicle, regular overtime and shift penalties, allowances and the like.
- 2.14 **Significant Change** includes major changes in the composition, operation or size of the employer's workforce or in the skills required; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restructuring of

jobs (whereby minor changes to position descriptions may not constitute significant change as defined herein), provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

- 2.15 **Hostplus Super** is the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the *Local Government Act 1934* (SA), continued in existence under Part 2 of Schedule 1 of the *Local Government Act 1999* (SA) (1999 Act) and then continued in existence under a trust deed dated 25 November 2008 (Trust Deed) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Hostplus Super pursuant to the provision of the *Local Government (Superannuation Scheme) (Merger) Amendment Act 2012*.
- 2.16 **Superannuation Contributions** apply to all employees covered by this Agreement and paid in compliance with the Superannuation Guarantee (Administration) Act 1992.
- 2.17 **Union** shall mean the Amalgamated ASU (SA) State Union, known as the Australian Services Union, (ASU).
- 2.18 **Wellness Days** are about employee's taking charge of the choices they make to stay healthy. Wellness is the recognition that individuals have a responsibility to take care of themselves physically, emotionally and psychologically through getting exercise, maintaining healthy relationships and eliminating risky behaviors.
- 2.19 **Workplace Representative** shall mean an employee who has been appointed to effectively represent the interests of fellow employees at the workplace.
- 2.20 **Trainee** shall mean an individual who is a signatory to a training agreement registered with the relevant State Training Authority and is involved in paid work and structured training which may be on or off the job.

3. Date and Period of Operation

This Agreement shall commence from the date it is approved by the South Australian Employment Tribunal and shall remain in force until 30 June 2023.

4. Parties Bound

- 4.1 This Agreement will be binding on:
- 4.1.1 The Yorke Peninsula Council;
 - 4.1.2 All employees of the Yorke Peninsula Council who are covered by the terms and conditions of the South Australian Municipal Salaried Officers Award, or any successor Award.
- 4.2 Employees that are now employed by Council within the Community Libraries shall not be entitled to the following benefits or the following clause, but shall refer to the *Schedule 3* (where applicable) in lieu:
- Clause 26 - Drivers Licence
 - Clause 27 - Professional Subscriptions
 - Clause 29 - Overtime
 - Clause 50 - Training and Professional Development
 - Clause 52 - Study Leave Allowance

5. Relationship to Award and Certified Agreements.

This Agreement supersedes all previous Yorke Peninsula Council Municipal Officers Agreements.

This Agreement shall be read in-conjunction with the Award but shall prevail to the extent of any inconsistency.

6. Aims/ Objectives

- 6.1 To encourage maintain and develop a high level of skill, innovation and excellence amongst employees of the Yorke Peninsula Council through the provision of training and skills improvement programs.
- 6.2 To ensure strict adherence to this Agreement, and all other statutory provisions.
- 6.3 To enhance careers and benefits for employees.
- 6.4 To develop an environment where all parties are involved in decision-making processes.
- 6.5 To provide for improved wages and conditions for employees.
- 6.6 To recognise the commitment of employees and past productivity and efficiency improvements.
- 6.7 To recognise the integral role of the Union and its representatives in facilitating positive workplace change.
- 6.8 To increase the efficiency and scope of service delivery to the community.

7. Industrial Relations

The employees agree not to engage in industrial action in relation to (and during the term of) this Agreement provided that Council continues to abide by the terms of this Agreement.

8. Consultation

- 8.1 Good human resource management and efficient service delivery in all areas of Council's operations requires effective and ongoing communication and consultation between staff in different departments and between staff and elected members.
- 8.2 To ensure good communications are developed and maintained, Council will undertake, in consultation with employees, the development of a communication strategy to ensure honest and open disclosure, accessibility and participation at all levels of the organisation and prompt dissemination of all information.
- 8.3 As part of the consultative process, the Chief Executive Officer will:
 - 8.3.1 Hold regular staff meetings at each office.
 - 8.3.2 Contribute a column in regular staff newsletters.
- 8.4 The Enterprise Agreement Committee will monitor and review communications strategy.

9. Change Management

- 9.1 The parties recognise that the appropriate management of change is essential.
- 9.2 The Council is committed to open and honest and objective consultation with employees and, where requested by an employee or employees, their Union and/or their workplace representative. Any proposed significant change/s will be subject to consultation with affected employees and, where requested by an employee or employees, their Union and/or their workplace representative prior to a decision being made.
- 9.3 Employees and/or, where requested by an employee or employees, their nominated workplace representative directly affected by management's plans will be consulted regarding these plans and their implementation.
- 9.4 Consultation will include both verbal and written communication. The Council shall provide in writing to the affected employees and their Union and/or their workplace representative all relevant information concerning the proposed change, including the expected effects on affected employees. Those employees and, where requested by an employee or employees, the Union and/or their workplace representative's input through consultation will be genuinely considered before finalising plans and implementation.

10. Continuous Improvement

- 10.1 The parties agree that to achieve improved service delivery to the community it will be necessary to embark on a process of continuous improvement and adaptation to new service requirements. The parties are committed to implementing change to improve work systems, processes and procedures and recognise that there may be a need to redesign work systems and procedures with a view to improving service delivery, productivity, effectiveness and flexibility.
- 10.2 All parties will co-operate with the Enterprise Agreement Committee to establish mechanisms to continually review work systems and procedures and to implement changes to ensure continuous improvement.
- 10.3 The Enterprise Agreement Committee may establish local workplace committee and/or multi workplace committees to assist in the above process.
- 10.4 It is agreed that, if as a result of implementation of continuous improvement principles, gains can be attained by providing employees with new, additional or updated tools, plant or equipment, this will be provided at the earliest opportunity.
- 10.5 The Enterprise Agreement Committee will ensure that a full, open and honest disclosure of all information relevant to the continuous improvement process occurs.
- 10.6 Where any potential improvements are identified, they are to be discussed with relevant staff prior to implementation.
- 10.7 Once agreed, all improvements are to be documented by the Enterprise Agreement Committee and taken into account in the next round of Enterprise Agreement negotiations.

11. Enterprise Agreement Committee

The parties agree that the effective operation of this Agreement is dependent on the continuation of the established Consultative Structures within the workplace. The principal Consultative Structure is the Enterprise Agreement Committee.

- 11.1 The Enterprise Agreement Committee shall consist of:
 - 11.1.1 A minimum of two and up to four employer representatives employed and/or elected by the Yorke Peninsula Council.
 - 11.1.2 A minimum of two and up to four workplace representatives elected by employees of the Yorke Peninsula Council, who are employed pursuant to the Agreement.
 - 11.1.3 The number of employer and workplace representatives appointed pursuant to 11.1.1 and 11.1.2 shall provide for equal representation of both parties.
- 11.2 The role of the Enterprise Agreement Committee shall be:
 - 11.2.1 To reach decisions by consensus. All decisions will operate as recommendations.
 - 11.2.2 To hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues.
 - 11.2.3 To provide a forum for information flow between the employer and employees.
- 11.3 The parties agree that negotiations for the next Agreement will commence no later than 6 months before the expiry date of this Agreement.

12. Union Workplace Representatives

- 12.1 Upon written advice from the Union Branch Secretary that up to four members have been appointed as Union Workplace Representatives, the employer shall recognise such person or persons as being accredited by the Union for the following purposes;
 - 12.1.1 Discussion with other Union members and/or potential Union members of any matter pertaining to the work they perform and work related issues;
 - 12.1.2 Discussion with duly accredited full-time officers of the Union on matters referred to above;
 - 12.1.3 Receiving of instructions from the Union regarding performance of Union duties.
- 12.2 For the purpose of carrying out the functions under clause 12.1, Union Workplace Representative(s) shall be permitted to devote a reasonable amount of time to discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the establishment at which they are Union Workplace Representatives and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with more senior personnel at the establishment, matter raised by members affecting their employment at that establishment.
- 12.3 To assist the Union Workplace Representative(s) to successfully fulfil the role the employer shall communicate matters affecting the worksite to him or her and will provide reasonable facilities to enable the Union Workplace Representative(s) to carry out the role, including freedom of movement, access to telephones, interview rooms and or a secure place to keep Union information.
- 12.4 Employees have the right to nominate an ASU Industrial Officer or delegate or another person as their Bargaining Agent when formulating a new Agreement.
- 12.5 The Council has the right to nominate a Local Government Association Industrial Officer or delegate or another person if required when formulating a new Agreement.

13. Dispute/ Conflict Resolution Procedure

- 13.1 In the event of a dispute between the Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply (where reference to “the parties” in this clause is taken to be the employer and employee as parties to the dispute):-
- 13.2 It is the aim of both parties to ensure that disputes are resolved as quickly as possible in order to preserve positive working relationships.
- 13.3 Employee(s) will in the first instance, seek to resolve any dispute with the relevant Supervisor. Conversely, Supervisors should seek to resolve any dispute with the Employee(s) concerned.
- 13.4 If the matter is not resolved at this stage, the parties may place the matter before the Departmental Director, who shall attempt to resolve the dispute.
- 13.5 If the matter is not resolved at this stage, either party may refer the matter to the Chief Executive Officer.
- 13.6 If the matter is not resolved, then it may be referred to the South Australian Employment Tribunal for conciliation and/or arbitration.
- 13.7 Nothing contained in this Clause shall prevent the employee(s) from representation or contacting their workplace representative at any stage or from the union raising a dispute directly with the employer and utilising the South Australian Employment Tribunal for conciliation and or arbitration if the matter is not resolved.

14. Right of Entry

Subject to a 24-hour notice period to at least one member of the Corporate Management Team:

- 14.1 A duly authorised official of the Union is entitled to enter the employer's premises during working hours for the purpose of ensuring observance of the terms and conditions of this Agreement.
- 14.2 A duly authorised official of the Union may inspect any work, books or documents and interview any employee in furtherance of the purposes set out in clause 14.1, provided that the official does not hinder or obstruct any employee in performing his/her work during working time.
- 14.3 A duly authorised official of the Union may meet with members of the Union or employees eligible to be members of the Union either individually or collectively to discuss legitimate Union business. The meetings will take place during meal breaks or at other times as agreed by the parties to this Agreement.

15. 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.

16. Salary Increases

The employer agrees to a flat wage increase of:

- i. **3.5%** effective from the first full pay period commencing in 2022-2023 financial year.

17. Classifications

- 17.1 Classification criteria relating to the Rates of Pay and only applying to new employees after the 1st July 2019 are attached at Schedule 5 (General Officers and Schedule 6 (Senior Officers).
- 17.2 Employees that commenced before 1st July 2019 shall be classified in accordance with the classification structure contained within the *South Australian Municipal Officers Award (SA)*.

18. Payment of Wages

Payment of the wages of Council's employees shall be by means of direct transfer into a bank or other recognised financial institution of the employee's choice. No advance payments of salaries or wages to employees will be made except as provided for the purposes of approved leave.

19. Employment Categories

19.1 Recruitment and Selection

19.1.1 Process

The Council shall ensure that recruitment and selection is equitable and fair and based on:

- Merit
- Award
- Legislative requirements
- EEO considerations
- Good Human Resource Management practices

19.1.2 Procedure

The Council's Recruitment and Selection process shall include:

- Principles of Selection
- Advertising of Vacancies

- Selection Process
- Selection Panel
- Role of Selection Panel
- Development of Position Descriptions

and will comply with the principles set out in this clause.

- 19.1.3 Before any position is advertised a job description will be developed and classification level assessed.
- 19.1.4 Council will give preference to an internal applicant over an external applicant in recruitment and promotion where the applicants are otherwise equal in merit.
- 19.1.5 All new or vacant positions up to a Level 3 will be exclusively advertised internally among existing staff initially to provide existing staff with the opportunity to apply. All new or vacant positions Level 4 or above are to be simultaneously advertised internally and externally.
- 19.1.6 Existing employees may, at the discretion of Chief Executive Officer, be provided with the opportunity to be seconded to a senior position for an agreed period of time that shall be no longer than eighteen months.
- 19.1.7 All internal applicants who clearly meet the essential criteria for the position shall be interviewed.
- 19.1.8 Notwithstanding the forgoing, at the discretion of the Selection Panel, and in consultation with the Chief Executive Officer, an appointment may be made without conducting an interview where there is only one appointable candidate who has clearly met the Selection Criteria.
- 19.1.9 Any internal applicant who is unsuccessful will receive feedback on request regarding their application and interview. If requested, the employee shall be provided with assistance and advice in developing their skills and/or application techniques to enhance future career opportunities.
- 19.1.10 Where the selection process identifies that, while an internal applicant may not currently possess all the necessary skills to gain a position, potentially that staff member may achieve the required level of skills with mentoring and specific training the secondment process as outlined within Council policy may be utilised. Constructive training programs shall be identified within the first four weeks of the secondment and a nominated Senior Manager (or nominee) shall meet with the seconded employee no less than four weekly to discuss the role and any other issues or matters arising from performance of the duties associated with the position.
- 19.1.11 For recruitment purposes, all permanent full-time and part-time employees and any fixed-term contract employees of at least 0.50 time and employed for a continuous period of at least 3 months will be considered to be an internal applicant.
- Any casual employee who has been employed for a minimum of 400 hours (i.e. average 15.4 hrs/week = 0.4) performed in a consistent pattern during the previous six month period shall be considered as an internal applicant for any position classified at General Officer Level 2 or below.
 - All employees shall be on probation for a term of three months from initial engagement with the employer.
 - 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.

- iv. In the light of the assessment the probationary period of the employee on probation may be extended up to a term of six months and the employee shall be provided with a copy in writing of the assessment.
- v. 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.

19.2 Casual Employment (as per Award)

19.3 Part-Time Employment

- 19.3.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee.
- 19.3.2 The maximum hours worked at ordinary time rates shall be 8 hours per day except as provided in 19.3.3.
- 19.3.3 A part-time employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside of the ordinary span of hours. Part time workers may work up to 38 hours per week at ordinary time rates.
- 19.3.4 The normal working hours of a part-time employee may be changed by genuine mutual agreement between the employee and the Council. This provision applies to meet the short-term requirements of either party.
- 19.3.5 All existing part-time employees shall be offered additional hours whenever practicable to do so, before any new, casual, or temporary employees are engaged.
- 19.3.6 Permanent part-time employees shall progress through the incremental steps in the classification levels of the Award following their anniversary date.

19.4 Fixed Term Employment (as per Award)

20. Job Sharing and Part Time Arrangements

- 20.1 The parties recognise the mutual benefits to Council and its employees, which are created by greater opportunities for job sharing and part time work as:
 - 20.1.1 Employees are able to re-enter the workforce and deal with family responsibilities, retain their skills and career opportunities.
 - 20.1.2 The Council will retain employee skills and reduce costs and customer service implications associated with staff turnover, retraining and absenteeism.
- 20.2 The parties to this Agreement will support job sharing which is entered into by genuine mutual agreement.
- 20.3 All employees covered by this Agreement are eligible to apply to job share or to work on a part time basis. The Council will consider all applications on their merit, taking into account operational arrangements and practicalities and the best interests of the parties concerned.
- 20.4 Arrangements for job sharing and part time work will be documented and agreed by the parties. Documentation will include the period for which the arrangement applies, hours of work of each party, duties of each party and any other relevant information.

21. Termination of Employment

21.1 Notice of Termination by Employer

- 21.1.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of notice
------------------------------	------------------

1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 21.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 21.1.3 Where the express provisions of an employee's employment provide for a longer period of notice than provided under 21.1.1 and 21.1.2 hereof, the longer period of notice shall apply.
- 21.1.4 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 21.1.5 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 21.1.6 The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies summary dismissal and in the case of casual employees, or employees engaged for a specific time or for a specific task or tasks.
- 21.1.7 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall once the traineeship is completed and provided that the trainee's services are retained have all service including the training period counted in determining entitlements.

21.2 Notice of Termination by Employee (as per Award)

21.3 Time Off During Notice Period (as per Award)

22. Employment Security

In the event of positions being discontinued as a result of organisational change by the Council, the following arrangement(s) shall apply in respect to the job security of employees.

22.1 No Forced Redundancies

For the period of this Agreement there will be no forced redundancies of employees as a result of organisational change. Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council. Where a position is identified as redundant the employee may be redeployed in accordance with Clause 22.2 below.

22.2 Redeployment of Council Employees

- 22.2.1 It is the primary aim of Council to redeploy employees into a position of equal classification and status as their pre-deployment position. Where this is not possible, the redeployment position must be within a remuneration level no less than one award level below that received by the employee in their discontinued position.
- 22.2.2 Maintenance of remuneration prior to the position being discontinued will continue but will be frozen until the remuneration level of the redeployed position is equal to the pre-deployment salary.
- 22.2.3 Within the first six month period of commencing the redeployed position the employee may request the availability of a VSP as outlined in clause 22.3 below at the employee's pre-redeployment remuneration level.

22.2.4 Redeployment shall be in accordance with clause 22.4 hereof.

22.2.5 A redeployee will undertake temporary duties in the Council as directed by the Chief Executive Officer or in his absence the relevant Department Director in accordance with clause 22.2.1 hereof.

22.3 Voluntary Redundancies and Voluntary Separation Packages

The payment of a VSP will be entirely at the discretion of Council. Where Council offers a separation package it will consist of:

22.3.1 equivalent of 10 weeks remuneration.

22.3.2 a redundancy payment at a rate of three weeks remuneration per completed year of continuous service with one or more of the four Councils forming the Yorke Peninsula Council and 25% of one week's remuneration per completed month of the remainder (to a maximum payment of two years remuneration which includes the above period of notice);

22.3.3 a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment will be made on a reimbursement basis; and

22.3.4 pro-rata Long Service Leave will be paid on completed years of service whether seven years of service has been attained or not.

22.3.5 Excluding 22.3.3, all of the above payments will be made upon the employee leaving the employ of the Council or as otherwise mutually agreed between the Council and the employee.

22.4 Redeployment and Re-training Guidelines

The Council shall endeavour to provide ongoing employment in accordance with the foregoing clauses of this Agreement to any employee whose position is found to be excess to requirements and who wishes to remain in the Council's employ.

22.4.1 The employee will be consulted, with the aim of reaching mutual agreement on the acceptability of a position to the individual prior to redeployment to that position.

22.4.2 To facilitate redeployment, employees will:

(a) have assistance in the form of career counselling and the provision of financial advice as appropriate;

(b) be encouraged to apply for vacant positions at any level provided they reasonably meet the selection criteria for the vacant position to the satisfaction of the Chief Executive Officer and it is reasonably consistent with their skills and interests;

(c) until permanent placement occurs, undertake temporary duties as directed by the Chief Executive Officer.

22.4.3 At all times employees are to be treated with respect and dignity and any redeployment option must be treated as a high priority and give due regard to the personal situation of the employee.

22.4.4 Notwithstanding the contents of these guidelines the Council, in conjunction with its established Recruitment & Selection Policy and Procedure, will endeavour to ensure that in all instances the person best suited for the job will be appointed.

23. Job and Work Re-design

Any work re-design occurring shall be based on the following:

- 23.1 Work re-design shall be undertaken against a background of clearly stated and agreed objectives.
- 23.2 If performance measurement techniques are to be introduced they should be developed jointly by the parties.
- 23.3 Relevant training in work change techniques shall be offered to all employees.

24. Classification, Reclassification and Rates of Pay

- 24.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 4 of the Agreement and will include for salary purposes relevant prescribed allowances.
- 24.2 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.
- 24.3 In classifying an employee, the employer shall observe the procedure contained in Schedule 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.
- 24.4 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 24.3 above.
- 24.5 Any request for a reclassification shall be examined and determined by the employer within three months of receipt of such application. Date of reclassification shall take effect from the date the employee lodged the application.
- 24.6 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.
- 24.7 The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.
- 24.8 Any member not satisfied with the determination may access the dispute resolution/grievance procedure.

25. Corporate Wardrobe

Employees presentation to the public must be professional and of a high standard.

26. Worksite Relocation

- 26.1 Each employee upon engagement shall be given a starting point, which will be, subject to the provisions below, the principle working location.
- 26.2 At the direction of the employer and in consultation with the employee, the employee may be required to relocate their principle working location provided that:
- The relocation is within the boundaries of the municipality;
 - The relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee.
 - Council shall provide three months' notice in writing of the change and the employee shall be compensated for reasonable travelling expenses for the period between the transfer and the expiry of the notice period; however, no reimbursement shall be paid if appropriate transportation is provided.
 - Where agreement cannot be reached between the employee and the employer, the matter be determined by reference to the disputes resolution policy.

27. Drivers Licence

- 27.1 Council determines that an allowance will be provided to assist in covering the cost of permanent employee's driver's licences, subject to the following provisions:
- 27.2 The employee will maintain currency of their licence in accordance with job requirements.
- 27.3 Employees should carry their licence at all times, shall present their licence upon request for verification and will immediately notify management of impediments or alterations to licence conditions.
- 27.4 Payments to Employees who hold a permanent position with Council shall be made as a payroll allowance as follows:
- (a) The allowance is to be paid on a pro rate basis in relation to the Employees full time equivalent working hours.
 - (b) reimbursement of licence fee only is to be paid in the first pay period in April of each year. Council will not reimburse any licence administration service fee.
 - (c) the licence fee is to be calculated and paid in line with the State Governments Schedule of Fees set on 1st July of the respective year that the fees are being paid.
 - (d) one (1) years fee on presentation of the licence and receipt after initial renewal.
 - (e) one (1) years fee of each subsequent anniversary date of the licence, on the basis that all employees shall provide evidence that their licence is current and valid on each subsequent anniversary of their licence renewal prior to reimbursement of that years allowance.
 - (f) New employees are to be reimbursed on a pro rata basis on the anniversary of the first year and full cost on each subsequent anniversary as outlined in (b) and (c) of this clause. (i.e. an employee commencing in February with a Drivers Licence renewal anniversary in October, shall be paid 9/12 of one year's fee in the first year and a full years fee on each following year).

28. Professional Subscriptions

Where membership of a professional or industry body is a compulsory requirement of employment, &/or of economic benefit to council, Council shall pay such licence, membership and subscription fees.

29. Ordinary Hours of Work

- 29.1 All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors. The ordinary hours of work of a full-time employee shall be no more than an average of 76 hours paid per fortnight with the actual working hours agreed by mutual agreement between employer and employee(s) in accordance with the following:
- 29.1.1 Excluding library staff and part time employees and except as provided in other agreements), hours will be spread over a nineteen-day month on a Monday to Friday basis each week, subject to the provisions of the Rostered Days Off, Clause 33. The standard hours of work under this Agreement shall be for an 8.0-hour day as follows:
- the ordinary span of hours shall be between the hours of 6.30am to 6.30pm Monday to Friday ;
 - a total of 152 normal hours being worked over a nineteen-day month;
 - there shall be a lunch break of between 30 and 60 minutes each day to be taken between 11.30 am and 2.30 pm; and

- The standard 5 day working week shall be 8 hours per day being split between 7.6 hours paid salary and 0.4 hours accruing towards a rostered day off (clause 33).
- 29.2 Hours outside of the ordinary hours specified above can be worked but be only by mutual agreement between the employer and relevant employee(s):
- i. Hours of work may be altered with individual employee(s), however, all parties recognise the need for a flexible approach to spread of hours of work during peak times, which includes, but is not limited to, the due date for dog registrations, issuance of rate notices and due dates for payment of rate instalments, at which time Council may seek variation of normal working hours for some employees;
 - o Where any employee is asked by Council to work extra hours to cover additional project work, appropriate standard penalties as prescribed by Overtime, Clause 30 of the Agreement shall apply unless some other compensating benefit is otherwise agreed between the employer and the employee.
 - ii. Employees shall have the ability to increase or decrease the number of normal hours worked in one day without attracting penalty rates providing that the hours per day shall not exceed 10 hours, or 8 hours per week in excess of the standard working week, and shall be worked between the ordinary span of hours.
- 29.3 Where an employee's 38 hours of ordinary time per week cannot be worked during the span of hours outlined in 29.1.2, written agreement between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and the employee.
- 29.4 At any time, an employee may seek to follow the Dispute/ Conflict Resolution process, Clause 13 or request and shall be given the opportunity to either seek advice or involve representation, in discussions relating to an agreement pursuant to sub-clause 29.1.2.
- 29.5 By agreement between Council and the majority of employees (who are subject to particular working hours arrangements) the following variations to a standard 5 day working week may apply:
- (i) a nine day fortnight; or
 - (ii) a system of flexi-time; or
 - (iii) any other form of structured and regular hours arrangement;
- provided that no more than an average 38 hours per week is worked within the cycle.
- 29.5.1 Where requested by an employee or employees, the relevant union shall be notified by the employer regarding any proposal to change the method of working ordinary hours as outlined in 29.5 and then be provided with a reasonable opportunity to participate in negotiations regarding implementation. Union involvement in this process does not mean that the consent of the Union is required prior to its implementation.
- 29.6 There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day.
- 29.7 Office hours will be from 8.30am to 5.00pm Monday to Friday.
- 29.8 Any request to alter the Ordinary Hours of Work arrangements must be put in writing to the relevant department Corporate Management Team (CMT) member. Where a department has a Director appointed, a review of the request will be undertaken and recommendations forwarded to the Chief Executive Officer for final approval.

30. Overtime

- 30.1 All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day shall be paid for at the rate of time and a half.
- 30.2 Employees paid at Level 6 increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 increment 3 salary rate.
- 30.3 The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.
- 30.4 Any employee shall attend meetings of the Council, whether meetings of the Council or any committee thereof, whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.
- 30.5 It is agreed and undertaken by the Council that refusal to work extra hours is the right of each and every employee under this Agreement, and that no employee shall suffer any disadvantage, disciplinary action or recrimination arising from the exercise of this right, however both parties accept that, from time to time, there shall be a reasonable expectation on behalf of the Council for additional hours to be worked, e.g. for seasonal or climatic reasons.
- 30.6 Employees who have negotiated Employment Packages pursuant to this Agreement shall not be bound by this Clause.

31. Rest Period After Overtime (as per Award)

32. Time Off in Lieu of Overtime (as per Award)

33. Rostered Days Off (RDO)

- 33.1 Administrative staff, with the exception of library and part time staff and except as provided in other agreements, who work 40 hours at 8 hours a day shall accrue 0.4 hours per day to be taken as a RDO, on days as mutually agreed, and normally taken as one day each month. That is for every 19 standard days worked, the employee shall accrue 7.6 hours to be taken as a paid RDO.
- 33.2 Employees may accumulate up to 3 RDO's to be taken between Christmas and New Year's Day, where the employee is not required to work.
- 33.3 No more than 1 administrative employee in the same workplace shall take a RDO on the same day.
- 33.4 RDO's should not accumulated except as detailed in 33.1 above.
- 33.5 Any variation to the clause above shall be by mutual agreement of the employee and the relevant manager.
- 33.6 Public Holidays will be paid at normal weekly salary, being 7.6 hours paid and 0.4 hours accrued towards an employee's RDO bank.
- 33.7 Employees who work less than 40 hours (full time hours) per week will not accrue RDOs, but should refer to the Accrued Time, Clause 34.
- 33.8 Employees who have currently accumulated rostered days off in excess of three (3) days allowed are to reduce their deferred rostered days off by taking some, at the minimum rate provided:
 - 4-10 deferred days within six (6) months; and
 - 11-15 deferred days within twelve (12) months.

34. Accrued Time

- 34.1 All work in excess of 80 hours for full time employees (excluding employees not entitled to accrue time i.e. Employees with relevant Council Vehicle Usage Agreements negating the ability to claim overtime etc.) in a two week cycle or any work in excess of ordinary hours for part time employees which is worked within the spread of ordinary hours defined by this agreement and pre-approved to be undertaken in advance between the relevant Director and/or Manager shall be known as 'accumulated time' to be taken at the rate of one to one.
- 34.2 Time worked outside the spread of normal ordinary hours may be banked as accrued time but will be accrued at the appropriate Award penalty rates.
- 34.3 Accrued time is to be taken at a mutually agreed time, between the employee and their Director and/or Manager and should consider the needs of the team. Time may be taken in short blocks of up to a few hours, and this shown on your timesheet.
- 34.4 An employee should not bank more than 3 days of accrued time in line with clause 34.1 and any variation to this shall be by mutual agreement of the employee and the relevant manager.

35. Call Out

- 35.1 An employee recalled to work, including Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three hours' work at the overtime rate.
- 35.2 This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 35.3 Office Alarm Call Outs
 - 35.3.1 Monetary remuneration for call outs, when called by the Security Alarm Monitoring Service shall be \$60.00 per call out when the staff member is required to return to work after they have completed their work for the day, or as mutually agreed between the employee and the relevant Departmental Director.
 - 35.3.2 All Council staff designated as part of the on-call register agree that the amounts designated for call-outs within clause 35.3.1 are fair and reasonable and negate the Call Out provisions within clause 35.1 above. Designated staff can negotiate with the relevant Departmental Director Accrued Time should a Call Out require excessive hours to resolve.

36. Annual Leave

- 36.1 All employees shall, after completion of twelve months continuous service, be entitled to 152 hours (pro rata for part time staff) which is four weeks annual leave exclusive of public holidays, with this leave to be paid at full time equivalent (i.e. 7.6 hours per day for full time staff).
- 36.2 Employees who are regularly rostered over seven days, including Sundays and public holidays shall be granted an additional week of annual leave.
- 36.3 Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned within a period not exceeding twelve months from the date when the right to such leave accrued.
- 36.4 Annual leave to which an employee is entitled shall be taken within twelve months after the right to leave has accrued, provided that an employer may approve of such leave or any part thereof being deferred and taken within the following twelve months.
- 36.5 If, before the completion of any period of twelve months continuous service, the employment of any employee is terminated for any reason other than serious misconduct

or any employee lawfully terminates his/her employment he/she shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).

- 36.6 Notwithstanding the provisions of 36.1 hereof, an employer may allow annual leave to an employee before the right thereto is due, but where leave is taken in such a case, further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

36.6.1 Where leave has been granted to an employee pursuant to this subclause before the right thereto is due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months continuous service in respect of which the leave was granted, the employer may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of twelve months not serviced by the employee, deduct from whatever remuneration is payable upon the termination of the employment the appropriate fraction of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 484 of this Agreement.

37. Annual Leave Loading (as per Award)

38. Cashing Out Annual Leave

- 38.1 Council allows an employee to access their annual leave entitlement through payment (cash out in lieu of taking leave) as follows:

- (a) Employees cannot cash out more than 2 weeks in each 12 months and must have at least 4 weeks annual leave entitlement left over after the cash out;
- (b) Employees cannot accumulate more than 2 years entitlement of annual leave for the purpose of cashing out;
- (c) The payment for the cashed out annual leave will be the same as what the employee would have been paid if they took the leave.

Council will not force an employee to cash out annual leave.

- 38.2 A written agreement for the cash out of annual leave will be recorded as follows:

- (a) Signed by both the employee and the employer;
- (b) Specify the amount of leave being cashed out;
- (c) Specify the amount that will be paid for the leave;
- (d) Specify the date this will be paid; and
- (e) If the employee is under 18 years of age, signed by their parent or guardian.

A copy of this agreement will remain on the employees payroll file.

39. Compassionate Leave

All employees, other than casual employees, shall, be paid compassionate leave when a current partner (including same sex partner), parent/guardian, partner's parent, child or adult child (including an adopted child, step child, foster child, partner's son or daughter or an ex-nuptial child), step parent, grandparent, grandchild, sibling, step sibling or partner's sibling, or any other person as agreed by the Manager

- (a) contracts or develops a personal injury or illness that poses a serious threat to their life, or
- (b) dies.

The employee may be entitled to compassionate leave without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary days' work or two separate periods of one day or as agreed by the employer and employee. The employee must give the employer any evidence that the employer reasonably requires of the illness, injury or death.

40. Domestic Violence Leave

40.1 Entitlement to unpaid leave

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

- (a) the leave is available in full at the start of each financial year; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

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

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

40.2 Taking unpaid leave

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

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

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

40.3 Service and continuity

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

40.4 Notice and evidence requirements

(a) Notice

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

- i. must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- ii. must advise the employer of the period, or expected period, of the leave.

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 39.1 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 39.2.

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

40.5 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 40.2 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 40.2 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

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

40.6 Compliance

An employee is not entitled to take leave under clause 39.1 unless the employee complies with clause 40.4.

41. Jury Service

- 41.1 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:
 - 41.1.1 the employee notifies the Council as soon as possible of the date(s) involved in jury service;
 - 41.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - 41.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council; and
 - 41.1.4 the employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.
- 41.2 Jury service shall count as service for all purposes of the Agreement.

42. Long Service Leave

- 42.1 Long service leave shall be in accordance with the SA Long Service Leave Act 1987.
- 42.2 Where an employee's contracted weekly hours are reduced, long service leave accrued at the higher number of hours shall be calculated and preserved.
- 42.3 Where an employee has their classification level reduced, the long service leave entitlement accrued at the higher level shall be paid at that level applying at the time of taking the leave.
- 42.4 The employee may access pro-rata long service leave by mutual consent with the employer after seven years of continuous service.
- 42.5 Long service leave may only be taken at the ordinary rate of pay as prescribed by the Long Service Leave Act, i.e. no long service leave to be taken at half pay or double pay.
- 42.6 Council allows an employee to access their long service leave entitlement through payment (through a 'cash out' in lieu of taking leave) as follows:
 - 42.6.1 Employee must apply in writing and have ten years or more of continuous service.
 - 42.6.2 Written agreement must be signed by both the employee and Council which includes:
 - copy of the agreement to be given to the employee;

- original signed agreement is to be kept on the personnel file with copy forwarded to Payroll;
- employee must be provided with a statement in the prescribed form setting out the period of leave in lieu of which the payment has been paid and the balance of the long service leave entitlement in days (if any).

42.6.3 The Director Corporate and Community Services be the delegated authority on behalf of Council to approve payments in lieu of taking of long service leave.

43. Parental Leave

43.1 In addition to parental leave provisions set under Clause 6.5 of the Award, an employee with a minimum of twelve months continuous service with the Council, who produces a certificate from a medical practitioner stating that she is pregnant, shall be entitled to a period of paid parental leave.

43.1.1 For the purpose of this clause, it is agreed that pregnancy termination is recognised at 20 weeks.

43.2 Paid parental leave will be paid to eligible employees, in line with the Federal Government's provision for paid parental leave payments set by legislation.

43.3 Council will pay the monetary difference between the wage payable under the Federal Paid Parental Leave Scheme and the employee's wage at the time of taking leave for a period of 4 weeks.

43.4 Employees must have worked for Council for a minimum of two years and be eligible for the Federal Governments Scheme,

43.5 The top up payment outlined in clause 43.3 is contingent upon the Federal Government Paid Parental Leave payments.

44. Personal (Sick and Carer's) Leave

Both parties recognise that excessive absenteeism is both costly and disruptive for the Council. On the other hand, the parties also recognise the need for honesty, co-operation, flexibility and compassion in the managing and the taking of personal leave.

44.1 An employee shall be entitled to 80 hours (pro rata) of personal leave for each year of continuous service, which will accrue on a fortnightly basis. Personal leave is cumulative and is taken at 8 hours per workday.

44.2 Personal leave may be used for the following purposes:

44.2.1 Personal illness or injury (sick leave);

44.2.2 Medical appointments;

44.2.3 Having to care for their immediate family or members of their household who need their care and support (carer's leave); and

44.2.4 Emergency situations involving child care, school or educational issues.

44.3 Personal leave is cumulative, but not payable upon termination.

44.4 An employee's personal leave entitlement is 10 days leave (8 hours per day) annually for full time employees (pro-rata for part time employees).

44.5 For any period of personal leave where two (2) or more consecutive days are taken together or single days taken together with a public holiday or rostered day off, or where both days preceding and following a weekend are taken off duty, satisfactory evidence (medical certificate or statutory declaration) shall be submitted by the employee concerned.

- 44.6 Employees must not use their Personal Leave to add to annual leave or RDO's or for personal activities that they would normally plan in their annual leave, RDO's or time outside of normal work.
- 44.7 For the purpose of this clause, immediate family or household member includes:
- Spouse or partner (including same sex partners, de-facto spouse);
 - Child (including an adult child, adopted child, step child, foster child or an ex-nuptial child);
 - Parent/guardian, partner's parents, step parent;
 - Grandparent, grandchild;
 - Sibling or step sibling of an employee;
 - A member of the household; or
 - Person you are a nominated carer for.
 - Employee must be responsible for the care of the person concerned on the relevant day.
- 44.8 Where an employee's amount and/or frequency of personal leave is more than what is acceptable, the employee and Manager will discuss the issue and develop strategies to assist the employee. Strategies may include asking the employee to provide medical certificates and/or statutory declaration for any personal leave taken.

45. Wellness Day

- 45.1 Council recognises the importance of contributing to employee's health and welfare. Wellness Days are for the benefit of the employee to ensure that they are not only taking care of their physical health but also their mental health and well-being.
- 45.2 Employees are able to use a maximum of 1 day per calendar year, which will be deducted for their Personal (Sick and Carer's) Leave (Clause 44) entitlement for a pre-approved mental health 'Wellness Day'.
- 45.3 This pre-approved Wellness Day can only be taken in accordance with the following:
- i. On a day mutually agreeable with the Council and employee;
 - ii. Not to be taken during the Christmas Closure or directly either side of the Christmas Closure;
 - iii. Not to be taken either side of any public holiday to which an employee is scheduled to work; and
 - iv. Not to be used to extend any other pre-approved leave, i.e. RDO, TOIL, Annual Leave or Long Service Leave; and
 - v. Unused Wellness Days do not accrue to the next calendar year.

46. Notification of Personal Leave

- 46.1 When an employee is absent due to personal illness, injury or carer's leave, the employee shall notify their immediate manager by telephone of such absence within one hour of the employee's normal commencement time. If this is not practicable, the employee shall notify the manager of their absence within the first part of the employee's normal day.
- 46.2 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.

- 46.3 In notifying Council of their absence, the employee shall provide Council with the estimated duration of the absence, and details if any, of any other impacts on work.
- 46.4 For work and non-work related personal leave absences of a serious nature or absences that last for an extended period of time, employees will be required to discuss their return to work with the designated return to work coordinator.

47. Defence Leave Training

- 47.1 Council shall consider the granting of leave whenever an employee who is a member of the Australian Defence Force (being Australian Navy, Air Force, Army or the reserves of such organisations) undertakes:
- ordinary service or reserve service, including normal peacetime training;
 - call-outs to attend warlike conflicts, peace enforcement, peacekeeping, humanitarian relief, civil aid and disaster relief type operations; or
 - voluntary continuous full time service, where the reservist/employee volunteers and is accepted for full time service.
- 47.2 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.
- An employee may avail themselves of their annual leave or long service leave entitlements while on Leave without Pay and Employer Support Payments are not payable.
- 47.3 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 1999.
- 47.4 Employees are entitled to take leave of up to and not exceeding two weeks in any one year for the purpose of training and that the leave will not be broken in addition to annual holiday leave. This leave will be treated as unbroken service.

48. Closure Over the Christmas/ New Year Period

- 48.1 Unless advised otherwise, the Employer will temporarily shut down the workplace between the Christmas and New Year period. Employees that are required to work during this period will be advised at least one month before Christmas/ New Year.
- 48.2 Employees will be required to take paid annual leave, accrued rostered days off or accrued time in lieu during such periods. Should an employee not have sufficient accrued leave to cover the period (generally 3 working days), annual leave may be granted in advance.
- 48.3 Employees may apply to work over the shut-down period but staffing levels will be subject to Council's operational requirements.
- 48.4 Employees who work over the shut-down period may be required to work flexibly across a range of functions within the scope of their skills, qualifications and experience.
- 48.5 The Chief Executive Officer will gain approval from Council at the August Council meeting to ensure staff receive adequate notice of the upcoming office closure.

49. Work for the Dole Placements

Employees agree to the principle of Work for the Dole and the placement of eligible candidates with Council only where the particular circumstances of each placement are consistent with the legislative requirements for this scheme.

50. Personal Protective Clothing

- 50.1 All employees agree to abide by the requirements of the Council and the relevant Work Health Safety legislation relating to the wearing of protective clothing, etc. provided by the Council.

51. Superannuation Fund and Payments

Choice of Fund applied from 1st January 2012 and enabled existing and new Employees to have the option to nominate a superannuation fund of their choice in accordance with applicable legislation. For any Employee that does not provide a Choice of Fund form within the requisite period determined by the Employer, **all contributions will be paid to Hostplus Superannuation Pty Ltd (Hostplus Super).**

The amount of the Employer superannuation contribution will be:

For each employee who is making "Salarylink Contribution" to Hostplus Super:

- a. 3% of the employee's salary (or as amended); and
- b. Any additional contributions which the Employer is required to pay in respect of the employee pursuant to the Trust Deed as advised by Hostplus Super from time to time to finance the Salarylink benefit for the employee; and
- c. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

"Salarylink Contribution" has the meaning given to that term under the Trust Deed.

The Hostplus Super Rules in respect to employees making Salarylink contributions ensure that all members under any circumstances are provided with at least a minimum benefit that meets the requirements of the Superannuation Guarantee (Administration) Act 1992 (Cth).

For each other Employee:

- a. 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
- b. Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

Salary sacrificing of superannuation contributions 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.

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.

52. Salary Sacrifice/ Remuneration Packaging

- 52.1 Subject to the following conditions, an employee holding a permanent or a long term contract appointment may opt to have his or her salary converted to benefits.

- 52.1.1 An application from the employee will be lodged in writing detailing the amount of salary to be sacrificed and the distribution details thereof. In conjunction with the Income Tax Assessment Act salary packaging can only be based on prospective income.
- 52.1.2 The application being accepted by and meeting the terms of remuneration packaging guidelines as developed by the employer.
- 52.1.3 The employee bearing the responsibility for any and all costs associated with taxation and any other matters in respect of the salary sacrifice arrangements

(including, but not limited to, FBT, financial counselling and salary packaging fees as determined by the employer).

52.1.4 The employee should seek independent financial advice prior to electing to sacrifice any salary for other benefits and will be required to declare in writing that the cash component is sufficient to meet their ongoing living expenses.

52.1.5 Any agreement to salary sacrifice is able to be rescinded by the employee at any time, providing they give notice in writing in sufficient time to make the necessary administrative changes.

52.1.6 The employees agree that if legislative or other changes result in increased cost to the Council arising from the arrangements provided under this clause, the Council may elect to discontinue some or all of these arrangements, except where employees agree to pay the additional costs.

52.2 The employees substantive salary for all purposes (such as, but not limited to, Agreement entitlements including superannuation, leave, penalties, etc.) and weekly payments pursuant to the Return to Work SA Act 2014, shall be the pre-sacrificed salary.

53. Individual Performance Development

Council is committed to fostering a culture that improves performance by concentrating on achievements and future plans. All employees agree to participate in the ongoing Performance Development Appraisal, which promotes the development of employees and the defining of career paths. Any significant changes to the process in place will be via consultation.

54. Training and Professional Development

54.1 Council is committed to providing a culture of learning and creating an environment that supports growth, development and multi-skilling. It is recognised that employees will need to take charge of their own professional and career development in a supportive environment in conjunction with the Performance Development Process.

54.2 Training and development will be based on one or more of the following principles:

- Achieves corporate objectives, initiatives and priorities
- Ensures continuous improvement
- Ensures the application and implementation of safe work practices and systems
- Increases flexibility within the organisation
- May be a mix of online or face to face training
- Aims to improve career opportunities and job satisfaction of the employee
- Assists with maintaining legislative requirements
- Is systematic, that is it is supported by documentation, and will be assessed in line with Performance Development Appraisals and position requirements
- Is affordable and offers value for money for Council.

54.3 All employees must participate in training that is considered mandatory. It is recognised that this type of training is for the health and wellbeing of the employee or for the protection of Council systems and assets.

54.4 Training needs will be identified and communicated to individual employees annually. This however, is not meant to deter an employee and their Manager identifying training opportunities at any stage throughout the year and acting upon such opportunities for the benefit of the employee and the Council.

54.5 Training will be organised and approved in accordance with the Training and Professional Development Policy as amended from time to time.

54.6 Training programs delivered 'in house' may be conducted by Council during times outside of ordinary hours subject to individual consent. By agreement, time spent as such training will be paid at ordinary time.

- 54.7 On occasions, where structured training cannot be reasonably held during normal working hours, up to 15 hours training per year may be conducted by Council on a Saturday or other times outside of ordinary hours. The time will be mutually agreed by the majority of employees affected, and time spent at such training shall be paid at ordinary rates of pay (i.e. single time).

55. Training After Hours and Accommodation

- 55.1 Employees who undertake training (including travel time) that is outside their normal or rostered hours will be entitled to accrued time in lieu without loss of pay at the rate of one for one (i.e. two hours of travel will incur two hours of accrued time in lieu).
- 55.2 Where an overnight stay is deemed necessary to attend training and accommodation and associated expenses are met by Council, there will be no entitlement to accrued time or overtime.

56. Study Leave Allowance

- 56.1 It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.
- 56.2 Study assistance (study leave or reimbursement of fees) is managed in accordance with the Council's Training and Professional Development Policy as amended from time to time.

57. First Aid Training

Council shall bear the reasonable costs of obtaining and/or renewing First Aid Certificates for employees who, in Council's opinion, should hold such a certificate. The approved employee shall normally renew their First Aid Certificate in their own time.

58. Induction Program for New Employees

- 58.1 All employees will be required to participate in Council's induction program. The program will include but not be limited to:
- Completion of Council's Corporate Induction program.
 - Familiarisation of the employee's work space.
 - Introduction of Council policies, processes and systems including WHS.
 - A work planning session where the goals and objectives of the probationary period are set.
 - The development of an individual training plan.

59. Private Use of Vehicles

- 59.1 An employee may elect to utilise their private vehicle for official purposes when an appropriate Council Pool car is not available. No employee is required, under any circumstances whatsoever, to use their private vehicle for official purposes if they do not wish to do so.
- 59.2 All employees who agree to use their own private motor vehicle for Council business purposes must sign an 'Use of Private Vehicle' form.
- 59.3 Any employee using their own vehicle for official purposes must have the prior approval from their Manager.
- 59.4 All employees using private motor vehicles for Council business are required to have their vehicle registration current and the vehicle covered either by a comprehensive insurance policy or by a third party property damage insurance policy.
- 59.5 The employee shall be reimbursed per kilometre travelled as per the award.

- 59.6 In the event of an accident, Council will not cover vehicles for damages but will pay a maximum amount of \$300 towards the insurance excess.
- 59.7 In the event that the employee is not covered by either form of insurance cover, no financial liability will be accepted by Council

60. Working Supervisors

- 60.1 All parties agree that the role of Supervisor is to achieve the maximum utilisation of all resources available to the Council.
- 60.2 Subject to Work Health and Safety requirements being properly met all Council Supervisors shall, if they possess the requisite skills and/or qualifications, be allowed to perform duties normally assigned to other employees to enable the best utilisation of resources.

61. Income Protection Fund

- 61.1 Council will facilitate the provision of Income Protection for full time and part time permanent employees as provided by Local Government Risk Services in accordance with their required terms, which may vary from time to time with the following conditions:
- Council will pay the full monies required to secure employee protection at no additional cost to the employee.
 - Employees, when accessing income protection shall be considered to be on leave with no pay and no leave entitlements will accrue while absent. The period of time absent on income protection will not break service, but shall not count towards service.

62. Journey Accidents

Council will provide cover for bodily injury to all employees whilst engaged in a journey to and from their residence and place of work and between a place of training for work purposes and any travel associated with study approved pursuant to clause 54 of this Agreement.

63. Trainees

Council, as the major employer in the area, will promote the employment of trainees by giving positive consideration to the funding of a new Traineeship to a local resident each financial year.

64. Corporate Health

Council will, in conjunction with Local Government Association sponsored health and wellbeing programs, offer flu injections, annual health and skin cancer screenings to assist with the promotion of a safe and healthy workplace.

65. Time Record

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

66. Signatories

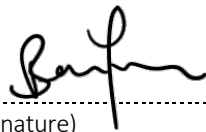
Signed for and on behalf of THE YORKE PENINSULA COUNCIL, by



.....
(signature)
Andrew Cameron, Chief Executive Officer
(name and title)

Management Representative

Dated: 19/07/2022



.....
(signature)
Ben Thompson, Director Corporate and Community Services
(name and title)

Management Representative

Dated: 14/07/2022

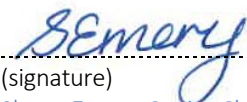
THE YORKE PENINSULA COUNCIL MUNICIPAL OFFICER EMPLOYEES, by



.....
(signature)
Renee Edwards, EA to the Director CCS
(name and title)

Employee Representative

Dated: 05/07/2022



.....
(signature)
Shona Emery, Senior Clerical Officer
(name and title)

Employee Representative

Dated: 20/06/2022



.....
(signature)
Stewart Germaine, Information Technology Officer
(name and title)

Employee Representative

Dated: 16/06/2022

Schedule 1 – Classification Procedure

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 CEO's and Senior Officers) are classified according to the General Officer structure, whilst CEO's and Senior Officers are classified under the Senior Officers Stream.

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 Agreement criteria the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.
- 2.1.3 The job description should be tested against more than one level for appropriateness.

2.2 Senior Officer - Chief Executive Officers

- 2.2.1 All Chief Executive Officers are graded in accordance with the determination of a Local Government Classification Committee in a manner which effectively establishes appropriate relativity between Chief Executive Officer positions having regard to Council revenue, population and staffing establishment. The Committee reviews classifications of CEO's biennially and formerly advises Council regarding the appropriate Agreement classification.
- 2.2.2 The Local Government Classification Committee will comprise up to four representatives as deemed appropriate by the Local Government Association.
- 2.2.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the CEO, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level.
- 2.2.4 By agreement between the Council and CEO, further remuneration (as part of the salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Chief Executive Officer.
- 2.2.5 A Chief Executive Officer shall be paid not less than \$1030 per annum or 2.5% (whichever is the greater) above the base rate of the relevant Council's next highest paid officer who is classified pursuant to this Agreement.
- 2.2.6 Reasonable out-of-pocket expenses which are incurred by a Chief Executive Officer in attending social and/or official functions when required to do so by Council, shall be provided by the Council, or
- 2.2.7 In lieu of out-of-pocket expenses the Council and the Chief Executive Officer concerned may agree upon a fixed amount per annum.

2.3 Senior Officer

- 2.3.1 Positions within this structure exceed the classification levels of the General Officer structure and are generally characterised by managerial responsibility, high accountability

and a high degree of personal ability. The Stream consists of 4 management bands based on the Chief Executive Officer salary.

2.3.2 The structure shall consist of 4 management bands:

Band 4 shall encompass 2 levels below the level afforded to the CEO

Band 3 shall fall 1 level below Band 4

Band 2 shall fall 1 level below Band 3

Band 1 shall fall 1 level below Band 2

This formula shall apply to all employers with the exception of a Council where the CEO is classified at Level 10 or above, in which case Band 4 shall encompass 3 levels below the level afforded to the CEO.

2.3.3 The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the Senior Officer, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level. By agreement between the Council and Senior Officer, further remuneration (as part of a salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and Senior Officer.

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 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.

3.1.2 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.

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

3.2 Senior Officer, Additional Aspects of Salary Progression through the Levels

3.2.1 The employer and a Senior Officer may agree upon an additional annual amount in lieu of incremental advancement which would be paid to the Senior Officer providing that performance standards are achieved.

3.2.2 The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance shall be agreed between the Senior Officer and the Council.

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.

Schedule 2 – Glossary of Terms to the General Officer Classification Criteria

Activity	Tasks performed within a function.
Basic	Fundamental, uncomplicated.
Complex	<p><u>Limited complexity</u></p> <p>Relates to work which involves the application of established principles, practices and procedures. Generally, actions and responses which can be readily identified and repeated from previous experience.</p> <p><u>Moderately complex</u></p> <p>To a lower degree than complex, less extensive.</p> <p><u>Complex</u></p> <p>Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.</p> <p><u>Very complex</u></p> <p>The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.</p>
Control	To exercise direction, guiding or restraining power over, to check or regulate, to keep within limits.
Co-ordinate	Bring together all common activities to achieve an integrated outcome.
Critical	An indicator that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.
Direction	<p><u>Close direction</u></p> <p>Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.</p> <p><u>Regular direction</u></p> <p>Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officer's work is subject to progress checking.</p> <p><u>General direction</u></p> <p>Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers is subject to final checking and, only as required, progress checking.</p> <p><u>Limited direction</u></p> <p>Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.</p> <p><u>Broad direction</u></p>

	Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.
Environmental Health Officer	Is an officer who holds a degree in Environmental Health or equivalent, who is eligible for full membership of the Australian Institute of Environmental Health.
Establish	To set up, to institute, to place on a firm basis.
Exercise	To bring to bear or employ actively (as in exercising authority or influence).
Experience	<p><u>Experienced</u></p> <p>This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.</p> <p><u>Considerable experience</u></p> <p>This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.</p> <p><u>Extensive experience</u></p> <p>This means having worked in a relevant field for sufficient time to ensure ability to control and advice on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.</p>
Function	A collection of activities which may constitute the whole or part of a discrete work area.
Graduate	Degree holder.
Guidance	Providing or receiving information on policies, procedures and practices.
Implement	To carry out, to perform acts essential to the execution of a plan or program, to give effect to.
Initiate	To originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.
Innovative	Relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.
Instruction	Imparted to another, directions given.
Interpret	To clarify or explain, translate.
Judgement	Application of an amalgam of knowledge and experience to derive appropriate decisions.
Knowledge	<p>An understanding of techniques, principles, procedures and practices gained through either study of the relevant theory/or through experience gained over time.</p> <p><u>Developing knowledge</u></p> <p>A learning process which will leads to knowledge of.</p> <p><u>Working knowledge</u></p>

	Sufficient to perform function.
	<u>Sound knowledge</u>
	Well founded, reliable.
	<u>Comprehensive knowledge</u>
	Embracing a wider range.
	<u>Detailed/thorough knowledge</u>
	Complete.
Maintain	To keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.
Manage	To control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.
Management	The technique or practice of managing or controlling.
Monitor	Check on a regular basis.
Negotiate	To confer with others with a view to reaching agreement.
Novel	Extension and application of theoretical principles beyond the normally accepted environment, i.e., creative research or the introduction of new technology.
Operation	An action or series of actions done to produce a particular result. <ul style="list-style-type: none"> - Operational responsibility - Answerable for the day to day running.
Oversight	To look after, guide the work of others, to allocate work without quality/quantity control.
Practice	Regular or systematic action, method.
Process	Course of action, method of operation, to handle in accordance with a prescribed procedure, as in processing work or requisition.
Professional	Requires in its application levels of theoretical knowledge which have been attained only through tertiary study.
Program	A specially arranged selection of things to be done, a plan, schedule or procedure, to arrange or work out a sequence of operations to be performed.
Project	A proposal, scheme or design, detailed study of a particular subject.
Responsible	Liable to be called to account, answerable, accountable for actions.
Review	To rework in order to correct or improve, to make a new, improved or up to date version.
Routine	Regular course of procedure, unvarying performance of certain acts, performed by rule.
Significant	Noteworthy, of considerable amount of effect or importance.
Supervision	To direct, to inspect with authority, to guide and instruct with immediate responsibility for purpose of performance, to superintend, to lead, to allocate work and check against given standards. <ul style="list-style-type: none"> <u>Direct supervision</u> To control the progress, quality, quantity of. <u>Regular supervision</u>

	Systematic.
	<u>General supervision</u>
	Ongoing, not going into detail.
Substantial	Ample or considerable amount.
Support	To contribute to the success of, to form a secondary part, subordinate.
Technical Oversight	To look at, look after the technical aspect of an activity/function.
Trainee – Level 2	An officer under the age of 21 years of age classified at level 2 who performs functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices, and who is receiving structured training on a regular basis, according to an appropriate training plan, agreed between the employer and the employee.
Underlying	Fundamental, to form the basis or foundation.

Schedule 3 – Parties Bound

Where these terms are otherwise identified within this Agreement the following terms shall apply to those staff identified within clause 4.2.

OVERTIME FOR LIBRARY OFFICERS

- a) Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5:00 p.m. shall be paid a loading as set out below for all such hours worked after 5.00 pm:

- b) Clause 29 - Overtime

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

- c) Library employees who are required to work as part of their ordinary weekly hours:
 - i. On Saturday up to noon shall be paid a loading of 25% for such time;
 - ii. On Saturday after noon, on Sunday or a public holiday shall be paid a loading of 50% for such time.
- d) Library employees who are required to work in excess of 38 hours in any one week shall receive payment for such excess time at the rate of time and a half, or else be granted time-off in lieu in accordance with clause 31.

Schedule 4 – Table of Salary Rates for the Terms of this Agreement

General Officers				Effective 1 pay period in 2022/23 - 3.5%			
Code	Class	Inc		Per Week	Per F/night	Per Annum	Casual
1600 General Officer Level 1 Junior							
0161	1 Jr	1 (17)	\$ 17.258831	\$ 655.84	\$ 1,311.67	\$ 34,103.45	\$ 21.57354
0162	1 Jr	2 (18)	\$ 20.014050	\$ 760.53	\$ 1,521.07	\$ 39,547.76	\$ 25.01756
0163	1 Jr	3 (19)	\$ 22.769274	\$ 865.23	\$ 1,730.46	\$ 44,992.09	\$ 28.46159
0164	1 Jr	4 (20)	\$ 25.524485	\$ 969.93	\$ 1,939.86	\$ 50,436.38	\$ 31.90561
1601 General Officer Level 1							
0165	1	1	\$ 27.728662	\$ 1,053.69	\$ 2,107.38	\$ 54,791.84	\$ 34.66083
0166	1	2	\$ 28.357232	\$ 1,077.57	\$ 2,155.15	\$ 56,033.89	\$ 35.44654
0167	1	3	\$ 29.236091	\$ 1,110.97	\$ 2,221.94	\$ 57,770.52	\$ 36.54511
0168	1	4	\$ 30.176829	\$ 1,146.72	\$ 2,293.44	\$ 59,629.41	\$ 37.72104
0169	1	5	\$ 31.120484	\$ 1,182.58	\$ 2,365.16	\$ 61,494.08	\$ 38.90060
0170	1	6	\$ 32.060004	\$ 1,218.28	\$ 2,436.56	\$ 63,350.57	\$ 40.07501
0199	Librarian		\$ 42.093145	\$ 1,599.54	\$ 3,199.08	\$ 83,176.05	\$ 52.61643
1602 General Officer Level 2							
0171	2	1	\$ 33.016664	\$ 1,254.63	\$ 2,509.27	\$ 65,240.93	\$ 41.27083
0172	2	2	\$ 33.958620	\$ 1,290.43	\$ 2,580.86	\$ 67,102.23	\$ 42.44827
0173	2	3	\$ 34.901082	\$ 1,326.24	\$ 2,652.48	\$ 68,964.54	\$ 43.62635
0174	2	4	\$ 35.960212	\$ 1,366.49	\$ 2,732.98	\$ 71,057.38	\$ 44.95027
1603 General Officer Level 3							
0175	3	1	\$ 36.784445	\$ 1,397.81	\$ 2,795.62	\$ 72,686.06	\$ 45.98056
0176	3	2	\$ 37.724818	\$ 1,433.54	\$ 2,867.09	\$ 74,544.24	\$ 47.15602
0177	3	3	\$ 38.669104	\$ 1,469.43	\$ 2,938.85	\$ 76,410.15	\$ 48.33638
0178	3	4	\$ 39.611579	\$ 1,505.24	\$ 3,010.48	\$ 78,272.48	\$ 49.51447
1604 General Officer Level 4							
0179	4	1	\$ 40.552998	\$ 1,541.01	\$ 3,082.03	\$ 80,132.72	\$ 50.69125
0180	4	2	\$ 41.494675	\$ 1,576.80	\$ 3,153.60	\$ 81,993.48	\$ 51.86834
0181	4	3	\$ 42.416252	\$ 1,611.82	\$ 3,223.64	\$ 83,814.51	\$ 53.02032
0182	4	4	\$ 43.379335	\$ 1,648.41	\$ 3,296.83	\$ 85,717.57	\$ 54.22417
1605 General Officer Level 5							
0183	5	1	\$ 44.320758	\$ 1,684.19	\$ 3,368.38	\$ 87,577.82	\$ 55.40095
0184	5	2	\$ 45.262962	\$ 1,719.99	\$ 3,439.99	\$ 89,439.61	\$ 56.57870
0185	5	3	\$ 46.205431	\$ 1,755.81	\$ 3,511.61	\$ 91,301.93	\$ 57.75679
1606 General Officer Level 6							
0186	6	1	\$ 47.775153	\$ 1,815.46	\$ 3,630.91	\$ 94,403.70	\$ 59.71894
0187	6	2	\$ 49.345154	\$ 1,875.12	\$ 3,750.23	\$ 97,506.02	\$ 61.68144
0188	6	3	\$ 50.915667	\$ 1,934.80	\$ 3,869.59	\$ 100,609.36	\$ 63.64458
Maximum Leave Loading =				\$ 1,354.36			
1607 General Officer Level 7							
0189	7	1	\$ 52.485649	\$ 1,994.45	\$ 3,988.91	\$ 103,711.64	\$ 65.60706
0190	7	2	\$ 54.055372	\$ 2,054.10	\$ 4,108.21	\$ 106,813.41	\$ 67.56921
0191	7	3	\$ 55.625100	\$ 2,113.75	\$ 4,227.51	\$ 109,915.20	\$ 69.53138
1608 General Officer Level 8							
0192	8	1	\$ 57.508450	\$ 2,185.32	\$ 4,370.64	\$ 113,636.70	\$ 71.88556
0193	8	2	\$ 59.392269	\$ 2,256.91	\$ 4,513.81	\$ 117,359.12	\$ 74.24034
0194	8	3	\$ 61.276662	\$ 2,328.51	\$ 4,657.03	\$ 121,082.68	\$ 76.59583
Senior Officers Stream				Effective 1 pay period in 2022/23 - 3.5%			
Code	Class	Inc					
1303 Senior Officers Stream							
0120	4	1	\$ 63.21535	\$ 2,402.18	\$ 4,804.37	\$ 124,913.53	\$ 79.01918
0121	4	2	\$ 66.06474	\$ 2,510.46	\$ 5,020.92	\$ 130,543.92	\$ 82.58092
1304 Senior Officers Stream							
0122	5	1	\$ 69.44448	\$ 2,638.89	\$ 5,277.78	\$ 137,222.30	\$ 86.80560
0123	5	2	\$ 71.69701	\$ 2,724.49	\$ 5,448.97	\$ 141,673.29	\$ 89.62126
1305 Senior Officers Stream							
0124	6	1	\$ 74.24292	\$ 2,821.23	\$ 5,642.46	\$ 146,704.02	\$ 92.80365
0125	6	2	\$ 76.69356	\$ 2,914.36	\$ 5,828.71	\$ 151,546.48	\$ 95.86695
1306 Senior Officers Stream							
0126	7	1	\$ 79.75849	\$ 3,030.82	\$ 6,061.65	\$ 157,602.78	\$ 99.69812
0127	7	2	\$ 83.80274	\$ 3,184.50	\$ 6,369.01	\$ 165,594.21	\$ 104.75342
1307 Senior Officers Stream							
0128	8	1	\$ 88.33623	\$ 3,356.78	\$ 6,713.55	\$ 174,552.40	\$ 110.42029
0129	8	2	\$ 93.23651	\$ 3,542.99	\$ 7,085.97	\$ 184,235.35	\$ 116.54564
1308 Senior Officers Stream							
0130	9		\$ 100.59036	\$ 3,822.43	\$ 7,644.87	\$ 198,766.56	\$ 125.73795
1309 Senior Officers Stream							
0131	10		\$ 112.84476	\$ 4,288.10	\$ 8,576.20	\$ 222,981.25	\$ 141.05595

Schedule 5 – General Officer Classification Criteria Post 1st July 2019

Criteria 1 and 2 (General Features and Responsibilities Levels 1A to 8)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
ACTIVITIES/ FUNCTIONS	Perform clearly defined routine activities in a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are developed with input from officers.	Perform a range of activities/ functions of a less clearly defined and routine nature, and could include:- – operating within a specialised area – operating as a member of a professional team.	Perform a wide range of activities, associated with program delivery and may perform activities of a complex nature which could include:- – responsibility for a range of functions within a work area – a substantial component of supervision.	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:- – Working independently as specialists or – a senior member of a single discipline project team.	Exercise managerial responsibility for various functions within the department and/or council and could include:- – specialised functions – operation as a specialist – operation as a member of a specialised professional team. – working independently.	Exercise managerial responsibility for a department/council's relevant activity, and could include:- – functions across a range of administrative, specialist or operational areas. – operation as a senior specialist providing multi-functional advice to various departments or council.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Practical application of basic skills and techniques. Work outcomes will need to be closely monitored and are readily attainable.	Practical application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could participate in establishing procedures for a minor function of works project. Work outcomes will need to be closely monitored and are clearly defined.	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 and clearly defined.	Application of procedures, methods and guidelines which are well established. May set outcome/ objectives for specific projects.	Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established. Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined. Required to set specific performance outcomes and further develop work methods.	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc. Sets outcomes for the work area of responsibility to achieve objectives of the department/council.	Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community. Set outcomes for the work area/section/ function.	Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals. Identification of current/future options and the development of strategies to achieve outcomes.

CHARACTERISTIC COMPLEXITY OF TASK LEVEL OF AUTONOMY	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	Works under close direction with instruction and assistance always available. Works under direct supervision.	Works under regular direction with instruction and assistance being readily available. Works under regular supervision.	Works under direction with assistance being readily available. Works under supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision.	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.	Work under general direction with assistance usually available.	Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.	Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Work under limited direction with guidance not always readily available within the organisation.	Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements. Undertake duties of an innovative, novel or critical nature.
INITIATIVE AND JUDGEMENT	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures; however experienced officer may have sufficient freedom to exercise judgement and initiative, in the performance of work.	Limited scope to exercise initiative and judgement within clearly established procedures and practices.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.	Exercise initiative and judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/ skills where procedures are not clearly defined.	Exercise initiative and judgement where procedures not clearly defined.	Responsibility for decision making in the particular work area, section/department/ council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.
PROBLEM SOLVING	Assistance available when problems occur and solutions to problems may be found in established procedures.	Solutions to problems may require the exercise of limited judgement with guidance to be found in procedures, precedents and/or guidelines.	Solutions to problems will require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.	Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
PROVISION OF ADVICE/ SUPPORT/ASSISTANCE			May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.	Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	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.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	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. - manage/administer complex policy.
TIME MANAGEMENT & ORGANISATIONAL SKILLS	Responsible for the timeliness of own work.	Responsible for the timeliness of own work.	Managing time, planning and organising own work.	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. 	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.	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/ projects under their control.

CHARACTERISTIC GENERAL RESPONSIBILITIES	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL RESPONSIBILITIES CONT:	<p>Officers at this level have responsibilities which will/ may include:-</p> <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. 	<p>Officers at this level have responsibilities which may/will include:-</p> <ul style="list-style-type: none"> – performing tasks of a sensitive nature including the provision of more than routine information. – understanding of clear but complex rules. 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> – performing tasks of a sensitive nature including the provision of more than routine information – understanding of clear but complex rules – oversight and/or guidance of the work of a limited number of lower classified officers – provision of assistance to lower classified officers concerning established procedures. 	<p>Officers at this level have responsibilities which will/may include:-</p> <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. 	<p>Officers at this level have responsibilities which will/may include:-</p> <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 and/or technical information service including the facility to understand and develop technologically based systems – a substantial component of supervision or provide specialist expertise – supervision of various functions within a work area or projects – supervision of contractors. 	<p>Officers at this level have responsibilities which will/ may include:-</p> <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 – 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 	<p>Officers at this level have responsibilities which will/may include:-</p> <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 and/or functions – assisting with/prepare budgets – control and co-ordination of a work area within budgetary constraints – supervision/management responsibilities exercised within a multi-disciplinary, or major single function /operation or work area – implementation of effective human resource management 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> – responsibility for a significant work area – development of work practices and procedures for various projects – development and implementation of significant operational procedures – reviewing operations to determine effectiveness – develop appropriate methodology and apply proven techniques in providing specialised services – prepare budget submissions for senior officers and/or council management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> – involvement in the initiation and formulation of extensive projects/ programs which impact on council's goals and objectives – undertaking work of significant scope and/or complexity – extensive projects/ programs in accordance with department/corporate goals – development, implementation and evaluation of goals – management of a work area of council at a higher level of ability – management of service delivery – management of a department/section or operate as a senior specialist

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
						<ul style="list-style-type: none"> - 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 of contractors - managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation - appreciation of the long term goals of council. - Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area. 	<ul style="list-style-type: none"> - decisions and actions taken at this level may have a significant effect on programs/projects/ work areas being managed - good understanding of the long term goals of council - manage a works program or work area of council - undertake the control and co-ordination of a section, department and/or significant work area. - Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice. 	<ul style="list-style-type: none"> - application of a high level of analytical skills to attain and satisfy council objectives - little or no professional direction - authority to implement and initiate change in area of responsibility. - Positions at this level will demand responsibility for decision making within the constraints of corporate policy.

Criteria 3 (Specific Responsibilities Levels 1A to 8) - 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	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD:-		Experienced officers may have technical oversight of minor works activities and could include:- – completion of field project according to instruction and established procedures. – Trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.	Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:- – application of established practices and procedures – responsibility for a minor project.	Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include:- – reviewing work done by subordinate officers.	Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:- – utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.	Responsibilities could include:- – lead teams on moderately complex technical projects – exercise significant initiative and judgement in the selection and application of established principles, techniques – provide reports to management and recommendations on technical suitability of equipment/procedure/ – analysis/design for the development and maintenance of projects.	Significant responsibilities for accomplishment of technical objectives, and could include:- – duties which involve more than one discipline – contribution to the development of new techniques and methodology – provision of a consultancy service for a range of activities – development of methodology and application of proven techniques in providing specialised technical services.	Responsible for the control and co-ordination of projects in accordance with corporate goals. <i>Refer to general responsibilities.</i>	Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:- – technical support programs and subprograms within the framework of council's operating program – consultancy service – development/revision of methodology/ techniques.
WHERE THE PRIME RESPONSIBILITY IS IN THE WORKS AREA	Participate with arranging a minor works activity within established methods as part of the training process.	Arrange a minor works activity within established methods.	Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/projects) and could include:- – supervision, planning and	Exercise responsibility for works and determine objectives for the functions under control, and could include:- – a number of minor works within the total works program – supervision of more than one component of	Assist senior officers with the establishment of work programs of a complex nature and could include:- – supervision of various functions in a work area/projects/part of total works program – responsibility for work groups or lead a team within	Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:- – operational responsibility for works programs	Develop, supervise and implement significant works programs and/or a large outside workforce and/or contractors and could include:- – review of operations to determine their effectiveness – control and co-ordination of the works program	Develop and implement significant works programs.	Establish, control and organise on-going plans and programs for department/ council and could include:- – administering complex policy and works program matters.

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
			co-ordinating of the activities of officers and day-to-day operations.	the works program – planning and co-ordination of minor works.	a discipline related project or works program – responsibility for completion of assignments/stand ard and quality of work/ compliance with regulations, codes and specifications – responsibility for part of works program budget.	– exercising judgement and initiative where procedures not clearly defined – establishing works programs in small councils.	within budgetary constraints.		
WHERE PRIME RESPONSIBILITY IS IN LIBRARIES	Undertake routine library duties:- - routine shelving - issues and returns	Undertake routine library duties:- - routine shelving - issues and returns - in charge of a library outlet or function within the library	Provide para-professional support to qualified libraries:- - oversee the work of unqualified library staff.	Responsibilities could include:- - in a small library, provide a range of library and information services or - in a large library be predominantly involved in the provision of a particular library service/function or - supervise the work of para-professional library staff or - take charge of a small library branch	Carry out a variety of activities in the field of library services:- - utilise initiative/ judgement in the selection and application of established principles, techniques and methods.				
WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)	Assist with the operation of an aquatic or recreational complex including the oversight of a	Assist with the operation of an aquatic or recreational complex including the oversight of a	Operational responsibility for a single function within the complex or swimming pool	Exercise operational responsibility for multi-function aquatic/ recreation complex or large swimming pool.	Manage a recreation complex (aquatic or non aquatic).	Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including			

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	specific function within the centre.	specific function or a number of functions within the centre.	of less than 50 metres.			reporting and financial management.			
WHERE THE PRIME RESPONSIBILITY IS IN THE LOCAL ANIMAL AND PLANT CONTROL BOARD				Advise landholders/ local authorities/ government officers on:- - eradication/ control techniques and measures and provide information on obligations under the relevant legislation.	Plan, co-ordinate and implement the activities/ policies of the local animal and plant control board and could include:- - Supervision of other staff	Plan co-ordinate and administer the activities/ policies of local animal plant control boards and could include:- - Supervision of other staff - Preparation of budgets.			
WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD				Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.	Responsibilities could include:- - lead a team within a discipline related project - liaison with other professionals at a technical level - discussing techniques, procedures and/or results with clients on straightforward matters.	Exercise professional responsibilities which could include:- - supervision of the function - tasks of a specialised detailed nature - provide reports on progress of activities and provide recommendations - carry out planning studies for particular projects including aspects of design - utilise a high level of interpersonal skills in dealing with the public/ other organisations	Supervise/manage operation of a discrete element which is part of a larger office and could include:- - control and co-ordination of projects in accordance with corporate goals - providing a consultancy service to a wide range of clients - complex professional problem solving - supervision of technical staff (on occasions other professional staff in the discipline).	<i>Refer to general responsibilities</i>	Ensure the outcome of work of significant scope and/or complexity and could include:- - assessment and review of standards and work of other professionals/external consultants - initiate and formulate departmental/council programs - implement council objectives within corporate goals - develop and recommend ongoing plans and programs for department/council.

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
						- exercise professional judgement within prescribed areas.			
WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE		Provide secretarial and administrative support and could include:- <ul style="list-style-type: none"> - operating a computer, word processor and/or software and peripheral equipment - utilising basic computing concepts and initiating corrective action at an elementary level - utilising the functions of systems and be proficient in their use - provision of tasks of a sensitive nature - provision of routine information - operate a desktop publisher at a routine/basic level - basic numeracy, written and verbal communication 	Provide secretarial and/or administrative support and could include:- <ul style="list-style-type: none"> - operating a computer, word processor and/or other business software and peripheral equipment - utilising basic computing concepts and initiating corrective action at an elementary level - utilising the functions of systems and be proficient in their use - performing tasks of a sensitive nature - provision of more than routine information - operate a desktop publisher 	Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and 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 and/or correction of computer software systems/packages and/or the identification of operational problems - application of computing programming knowledge and skills in systems 	Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:- <ul style="list-style-type: none"> - identification of specific or desired performance outcomes - application of computer programming knowledge and skills in systems development, maintenance and implementation - undertake computer operations requiring technical expertise and experience. 	Responsibilities could include:- <ul style="list-style-type: none"> - Exercise responsibility for a specialised area of council - provision of advice and assistance when non-standard procedures and processes are required - understanding of all areas of computer operation - undertake programming in specialist areas - exercise responsibility for a specialised area of councils computing operation - undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, 	<i>Refer to general responsibilities</i>	<i>Refer to general responsibilities</i>	Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
		skills, relevant to the work area - receive and account for monies and assist clients/ratepayers - communication with clients and other members of the public	- utilise basic skills in oral and written communication with clients and other members of the public - receive and account for monies and assist clients/ratepayers.	development, maintenance and implementation under direction of a senior officer - provide a service utilising the full functions of a desk top publisher.		layout of publications/displays.			
WHERE PRIME RESPONSIBILITY IS IN CHILD CARE	Support role in a child care centre Report observations of individual children/groups for program planning purposes If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups Assist with daily routines and give each child individual attention/ comfort as required Implement early child-hood program under supervision Work in accordance with licensing requirements under the Act and ensure	Assist with the development, planning, implementation and evaluation of child care developmental programs and the co-ordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting Liaise with parents Under close direction Undertake work with individual children with particular needs Oversight and direction of Level 1A officers	Accept responsibility for groups of children under and/or over two years of age Co-ordinate activities of more than one group Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director Supervise lesser qualified workers Assist with administrative functions Supervise lesser qualified workers.	Perform the duties of assistant director in child care centre, supervise qualified and unqualified workers, plan and co-ordinate training programs, develop, plan the educational and/or development programs for areas within the centre Supervise qualified/unqualified workers, plan and co-ordinate training programs.	Manage a child care centre of no more than 35 places And could include:- Formulation and evaluation of annual budgets in liaison with committee Develop, plan and supervise the implementation of educational developmental programs for children Formulate and evaluate annual budgets in liaison with committee. Staff recruitment.	Manage a child care centre of no more than 60 places And could include:- Formulation and evaluation of annual budgets in liaison with committee Develop, plan and supervise the implementation of educational and/or developmental programs for children Formulate and evaluate annual budgets in liaison with committee Staff recruitment.			

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
	the health & safety of the children in care.								
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES	(Trainee level)	Enforce compliance with traffic by laws and regulations at an elementary level.	<p>Inspectorial duties involving the enforcement of general by-laws/regulations, assist senior officers with special projects.</p> <p>Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer.</p>	<p>Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.</p> <p>Undertake minor development assessment duties and could include:-</p> <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 and council policies. - undertake basic health or building inspections. 	<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-</p> <ul style="list-style-type: none"> - compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc. - site inspection - advise on general planning procedures/requirements and development/land division applications etc. - Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:- - building or health applications including liaison with clients - plans, permits, applications, etc. - site inspection. 	Undertake duties in the disciplines of building and health.	Supervision/management responsibilities exercised within a multi-discipline.		

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
WHERE THE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES			Operate a community service program at an elementary level.	Plan and co-ordinate elementary community based projects/ programs, and could include:- <ul style="list-style-type: none"> - performing moderately complex functions - social planning, demographic analysis, survey design and analysis - duties of a specialised nature - a single program at a more complex level. 	Assist senior officers with the planning and co-ordination of a community program of a complex nature.	Plan, develop and operate a community service program of a moderately complex nature.			
WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER				Administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.					

Criteria 4 – (Skills, Knowledge, Experience, Qualifications and/or Training Levels 1A to 8)

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
REQUIREMENTS OF THE JOB	<p>Developing knowledge of section/ department function and operation</p> <p>Basic knowledge of clerical/ administrative practices and procedures relevant to the work area.</p> <p>A developing knowledge of work practices and policies of the relevant work area.</p> <p>No formal qualifications required at this level</p> <p>Certificate in community services (TAFE) or equivalent</p> <p>At this level, employers are expected to offer substantial on-the-job training.</p>	<p>Basic skills in oral and written communication with clients and other members of the public.</p> <p>Knowledge of established work practices and procedures relevant to the work area.</p> <p>Knowledge of policies and regulations relating to relevant work area.</p> <p>Understanding of clear but complex rules.</p> <p>Understanding of basic computer concepts.</p> <p>Application of techniques relevant to work area.</p> <p>Developing knowledge of statutory requirements relevant to the work area.</p> <p>It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training</p>	<p>Established skills in oral and written communication with clients and other members of the public.</p> <p>Knowledge of established work practices and procedures relevant to the work area.</p> <p>Knowledge of policies and regulations relating to the work area.</p> <p>Understanding of clear but complex rules.</p> <p>Understanding of computing concepts.</p> <p>Application of techniques relevant to the work area.</p> <p>Knowledge of statutory requirements relevant to the work area.</p> <p>No formal qualifications required.</p> <p>OR</p> <p>Entry point for three year</p>	<p>Thorough knowledge of work activities performed within the work area.</p> <p>Sound knowledge of procedural/operational methods of the work area.</p> <p>May utilise professional or specialised knowledge.</p> <p>Ability to apply computing concepts.</p> <p>Working knowledge of statutory requirements relevant to the work area.</p> <p>Entry level for four year degree in the relevant discipline.</p> <p>OR</p> <p>Entry level for three year degree plus graduate diploma in the relevant discipline.</p> <p>OR</p> <p>Associate diploma with experience.</p> <p>OR</p> <p>Three year degree plus 1 year professional experience in the relevant discipline.</p>	<p>Knowledge of statutory requirements relevant to work area.</p> <p>Knowledge of section procedures, policies and activities.</p> <p>Sound discipline knowledge gained through previous experience, training or education.</p> <p>Knowledge of the role of departments within council and/or service functions.</p> <p>Specialists require an understanding of the underlying principles in the relevant disciplines.</p> <p>Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience.</p> <p>OR</p> <p>Associate diploma with relevant experience.</p> <p>OR</p> <p>Lesser formal qualifications with substantial years of relevant experience.</p> <p>OR</p> <p>Attained through previous</p>	<p>Knowledge of departmental programs, policies and activities.</p> <p>Sound discipline knowledge gained through experience.</p> <p>Knowledge of the role of council's structure and service.</p> <p>Relevant degree with relevant experience.</p> <p>OR</p> <p>Associate diploma with substantial experience.</p> <p>OR</p> <p>Qualifications in more than one discipline.</p> <p>OR</p> <p>Less formal qualifications with specialised skills sufficient to perform at this level.</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</p>	<p>Discipline/specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation.</p> <p>Discipline knowledge gained through experience, training or education.</p> <p>Appreciation of the long term goals of the organisation.</p> <p>Detailed knowledge of program activities and work practices relevant to the work area.</p> <p>Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department.</p> <p>Comprehensive knowledge of statutory requirements relevant to the discipline.</p> <p>Degree with substantial experience.</p> <p>OR</p> <p>Associate diploma with substantial experience.</p> <p>OR</p>	<p>Comprehensive knowledge of council policies and procedures.</p> <p>Application of a high level of discipline knowledge.</p> <p>Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience.</p> <p>OR</p> <p>Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard.</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>	<p>Detailed knowledge of council policy, programs and the procedures and practices.</p> <p>High level of discipline knowledge.</p> <p>Detailed knowledge of statutory requirements.</p> <p>Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management).</p> <p>OR</p> <p>Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard.</p> <p>OR</p> <p>A combination of experience, expertise and competence</p>

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
PROGRESSION		OR Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work area. Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.	degree/associate diploma/appropriate certificate without experience. OR Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required. OR Appropriate on-the-job training and relevant experience.	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.	appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.		Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.		sufficient to perform the duties of the position.
	Appointment level for officers who will be provided on-the-job training.	Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate.	The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work. Graduates will advance to the 1st increment of level 3 after twelve month's	Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2 Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work. Graduates shall advance to the 3rd increment after	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.	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.		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.	

CHARACTERISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
			satisfactory service.	<p>twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service</p> <p>Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.</p>					

Schedule 6 – Senior Officers Classification Criteria

Bands 1 – 4 (Positions classified in the Bands are characterised by some of the following inputs or those of a similar nature)

	BAND 1	BAND 2	BAND 3	BAND 4
FUNCTION	Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations Provide detailed administrative support to a particular program, activity or function Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations.	Manage a substantial work area at senior administrative or professional levels and would generally report to a more senior officer, but in some cases may report directly to the CEO. Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas Contribute to the development and implementation of corporate strategies or policy initiatives.	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.	Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination and usually significant responsibilities for human, financial and technical resources Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities Determine and revise associated strategic plans and objectives Provide the primary and major source of knowledge and advice to CEO and/or Council on the Department's operation for which they have responsibility Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole.
ADVICE	Provide 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.	Provide significant specialist advice on departmental programs or functions Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field.	Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole Provide authoritative "technical" or policy advice to Directors, CEO and/or Council.	Provide advice critical to the operation of Council. Provide expert policy and strategic advice to the CEO and/or Council Provide technical innovative and professional advice which would influence the work of a major function and/or the organisations operations.
SKILLS, KNOWLEDGE/ EXPERIENCE	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.	Ability to implement financial/program management techniques relevant to the work area Well developed liaison and communication skills and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies Sound human resource management skills Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives.	High level of management skills and abilities necessary to direct and monitor significant resources Liaison and communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation, with clients or other organisations, often to finality The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area Detailed knowledge in a range of different subject matters Thorough knowledge and experience in a complex management and/or professional field.	High levels of adaptability and flexibility Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches A high degree of originality and analytical and conceptual skills in the resolution of particularly complex "technical" or policy issues The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements.

	BAND 1	BAND 2	BAND 3	BAND 4
JUDGEMENT	Decisions taken or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located.	Exercise independent judgement in the resolution of complex problems or issues relevant to the work area.	Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans Decisions will impact on such things as program activities or function allocations or commitment of resources At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues.	Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues Devise innovative solutions to complex policy or operational problems where guidelines are lacking.
AUTHORITY AND ACCOUNTABILITY	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.	Officers at this level have the authority to determine methods and procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of Council goals and objectives Accountable for the achievement of work area goals and objectives.	Delegated authority to determine work plans and schedules to implement the goals and objectives of programs, within a department or in some instances across the organisation Influence aspects of program or policy issues which have strategic importance Responsibility and accountability for human, financial and technical resources under their control Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible Responsibility for developing policies.	Broad guidance on policy and strategic direction Major influence on problems or policy issues Authority to determine resource needs and allocate resources and direct accountability for their effective uses Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/efficiency of overall program.
ORGANISATIONAL RELATIONSHIPS	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.	Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area Report to a more senior officer or the CEO.	In the main would operate in a subordinate relationship to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO. Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior officer Direction over sub-ordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work area May report direct to the CEO.	Operate with high degree of independence in the execution and adaptation of workplans. May exercise major delegated authority from Council or CEO. Will report direct to CEO.