

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

**Case number** ET-21-05900

**Applicant** Kangaroo Island Council, David West, Australian Workers Union,  
Australian Services Union SA & NT Branch

**Other parties**

**Linked case(s)**

## Orders - Approval of Enterprise Agreement Kangaroo Island Council Enterprise Bargaining Agreement 2021

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 14 December 2021 and have a nominal life extending until 30 June 2024.

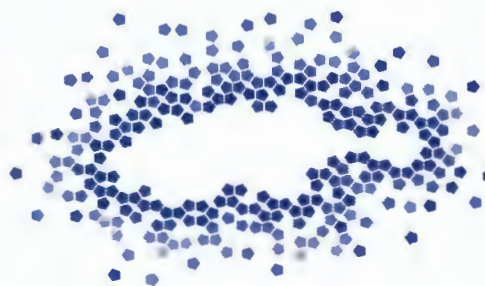
A handwritten signature in blue ink, appearing to read 'A Cairney', is positioned above the Commissioner's name.

**Commissioner Cairney**

**14 Dec 2021**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS





KANGAROO  
ISLAND  
COUNCIL

# Enterprise Bargaining Agreement

2021 - 2024

This Agreement is to be known as the Kangaroo Island Council Enterprise Bargaining Agreement 2021 and shall come into force on and from the date that this Agreement is approved by the South Australian Employment Tribunal and have a life extending until 30th June 2024.

This Agreement is made to cover all employees of Kangaroo Island Council excluding the Chief Executive Officer, Director Corporate Services, Director Community Development, Director Works and Infrastructure Services and Senior Officers Stream on a salary package in excess of \$80,000 per annum and appointed to the position after 1<sup>st</sup> July 2009.

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## SECTION A – ADMINISTRATION

### A.1 DEFINITIONS

**Act** means the *Fair Work Act 1994* (SA).

**Agreement** means the Kangaroo Island Council Enterprise Bargaining Agreement 2021.

**AWU** refers to the Amalgamated Australian Workers Union (S.A.) State Union

**ASU** refers to the Australian Services Union

**Best Practice** is simply the best way of doing things and the parties recognise it is a process of constantly changing and adopting new techniques in adherence with and compliant to the Local Government Act 1999

**Child** includes adopted, adult, ex-nuptial, foster or step children.

**Consultation** is a process, which shall have regard to employees' interests in the formulation of plans that have a direct impact upon them. It involves more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision-making process, not only in appearance, but in fact. It provides employees with the opportunity to have their viewpoints heard. No staff member shall be placed under duress to reach agreement prior to a decision being made.

**CEO** Chief Executive Officer

**DCS** Director Corporate Services

**DCD** Director Community Development

**DWI** Director Works and Infrastructure

**Executive Leadership Team** comprises the CEO, DCS, DCD and DWI

**Council** means the Kangaroo Island Council.

**De facto spouse** means a person who lives with the Employee on a genuine domestic basis although not legally married to the Employee.

**Employee** means an Employee of Council who performs work in accordance with the duties outlined in Schedule 2 (Classification Structure Criteria), and who is covered by this Agreement.

**Employer** means the Kangaroo Island Council.

**Higher duties** means (for Outside Staff predominantly duties of a supervisory nature and for Inside Staff predominantly duties classified at a higher level), duties of a supervisory nature, that is of a temporary but planned nature, to cover the absence of the incumbent due to leave taking, but are in a classification structure outside of and in addition to the reliever's normal daily classification structure and duties.

**Immediate family or household member** means the Employee's partner, child, parent/guardian, grandchild, grandparent or sibling or the child, parent, grandchild, grandparent or sibling of the Employee's partner.

**Statewide Superannuation Scheme** means the superannuation scheme established and maintained under the *Local Government Act, 1999* (SA).

**Mixed functions** means duties that encompass more than one classification level within the normal daily classification structure, the employee being paid for the day at the highest classification worked, after a qualifying period of two hours.

**Parties** mean the Kangaroo Island Council, its Employees and the Unions.

**Partner** includes married and de facto arrangements, including same sex relationships.

**Reasonable Evidence** requested by the employer may include documented evidence such as a medical certificate, P.A.T.S. form, statutory declaration or other.

**Redundancy** means the loss of employment due to the employer no longer requiring the job the Employee has been doing to be performed by anyone, and 'redundant' has a corresponding meaning.

**SAET** is the South Australian Employment Tribunal which replaces the Industrial Relations Commission of South Australia

**Senior Officer** means an employee employed as a Manager and/or is remunerated at the Senior Officer Classification rate and is a direct report to the ELT

**Salary Package** consists of the total of the annual base rate of pay plus Employer Superannuation contribution plus nominated amount for a motor vehicle if included in the package plus any other nominated annual allowances

**Superannuation:**

- (a) contributions, which the Employer is required to pay under the terms of the rules governing Legislative Superannuation Scheme of choice the rule governing the superannuation scheme of choice;
- (b) contributions, which the Employer must pay to superannuation fund in respect of the employee in order to avoid the imposition of superannuation guarantee charge, under the Superannuation Guarantee (Administration) Act 1992 (Cth).

**Union(s)** means the Australian Workers Union, South Australian branch and/or the Amalgamated AWU (SA) State Union known as the Australian Workers Union; and the ASU (SA) State Union, known as the Australian Services Union (ASU)

**Workplace Representative** means a person nominated by an Employee to represent their interests who has been either formally elected by Union members or nominated by an employee.

## **A.2 PARTIES BOUND**

This Agreement is binding on:

- The Kangaroo Island Council;
- The Australian Services Union;
- The Australian Workers Union, South Australian Branch; and
- Employees engaged by Kangaroo Island Council who perform duties under this Agreement.

## **A.3 PERIOD OF OPERATION**

This Agreement shall commence from the date that it is approved by the South Australian Employment Tribunal and remain in force until 30<sup>th</sup> June 2024 or until such time as a new agreement is lodged. The parties agree to commence negotiations on a replacement Agreement no later than six months prior to the expiry of this Agreement.

## **A.4 COMMITMENT TO COLLECTIVE BARGAINING**

Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with its employees.

## **A.5 OBJECTIVES**

The parties agree that meeting the needs of internal and external customers is critical to the future success of the Kangaroo Island Council, and that this objective can be achieved by:-

- providing a safe working environment
- providing for the needs of Council's customers at every level of the organisation
- provision of high quality service delivery at all times
- enhancing the image of Council as a service provider and employer
- protecting and enhancing the environment
- creating a culture that provides customers with a reliable, efficient and cost effective service
- progressing of workplace reform
- improving work practices and efficiencies
- improving communication and consultation strategies
- creating real and sustainable improvements in productivity
- improving the quality of work life
- providing opportunities for the utilisation of individual employees skills and talents
- providing a supportive and flexible work environment
- providing job satisfaction and career opportunities
- providing opportunities for improved remuneration
- recognising all employees as individuals and providing the climate and expectation that everyone will be treated with fairness, integrity and respect
- adopting practices to improve standards of Occupational Health and Safety
- providing a working environment respective of equal employment opportunity
- enhancing careers, wages and benefits for employees
- creating an environment where all parties are involved in decision making processes
- recognition of commitment, past productivity and efficiency improvements



- recognition of the input of the Union
- communication and cooperation between departments and Staff.

These objectives underpin a commitment to providing gains for the community, Council and its employees.

## **A.6 RELATIONSHIP TO AWARDS**

This Agreement is intended to be a stand-alone industrial instrument for application by the parties in the workplace. That is, without reference to the prevailing industrial Awards.

However, the parties to this agreement recognise the application of S 81(3) of the *Fair Work Act 1994 (SA)* to all registered enterprise agreements.

## **SECTION B – EMPLOYEE RELATIONS**

### **B.1 CONSULTATIVE MECHANISM**

- B.1.1** The Parties agree that the effective operation of this Agreement is dependent on the continuation of the established consultative structures within the workplace. The principle consultative structure is the Workplace Consultative Committee.
- B.1.2** The Workplace Consultative Committee shall consist of:
- B.1.2.1** Council Chief Executive Officer (or his/her nominee) and senior management not covered by this Industrial Agreement representing the Kangaroo Island Council;
  - B.1.2.2** One employee nominated by the Australian Services Union
  - B.1.2.3** One employee nominated by the Australian Workers Union
  - B.1.2.4** Three employees elected by employees covered by Section F of this Agreement
  - B.1.2.5** Two employee elected by employees covered by Section G of this Agreement; and
  - B.1.2.6** The State Secretary of the AWU and ASU (or their nominee), who shall be a permanent member of the Workplace Consultative Committee.
  - B.1.2.7** Sub-committees will also operate for Section G and Section F employees with the relevant employee representatives and two management representatives to deal specifically with localised issues.
  - B.1.2.8** Council shall have the right to seek advice from and have the presence of an industrial relations adviser.
- B.1.3** The role of the Workplace Consultative Committee shall be:
- B.1.3.1** To negotiate the terms of the Agreement
  - B.1.3.2** To reach decisions by consensus, with all decisions will operate as recommendations
  - B.1.3.3** To hear and acknowledge reports and ideas generated by the Employee and Council representatives on a range of issues; and
  - B.1.3.4** To provide a forum of information flow between Council and Employees through staff meetings referred to in Clause B.2
  - B.1.3.5** To review and monitor the operation and implementation of the Enterprise Agreement.
- B.1.4** The Workplace Consultation Committee shall meet at least quarterly, or more frequently on an as required basis. During the term of the Agreement, the Agreement shall be reviewed as needed by the Workplace Consultative Committee in full consultation with Employees. Such review will not prohibit new work practices from being introduced immediately.

### **B.2 COMMUNICATIONS**

- B.2.1** Good human resource management is based on effective and continuous consultation between all parties. Effective and positive consultation is based upon a well-developed and honest and open

communication strategy, which involves a systematic approach to communication.

- B.2.2** The Chief Executive Officer or his/her nominee shall ensure that staff meetings are convened at a time and date that is mutually agreed with the Workplace Consultative Committee. These meetings will provide honest and open information to Employees to ensure they have access to information and can participate in decisions that affect them.
- B.2.3** Communication strategies will be reviewed at least annually or as required by the parties.

### **B.3 EMPLOYEE SECURITY**

- B.3.1** This Agreement shall not operate so as to cause any Employee to suffer a reduction in overall terms and conditions, including salary, provided by the Employer applicable at the time of signing of the Agreement.
- B.3.2** For the life of this Agreement there shall be no forced redundancies. This does not include any reduction of the workforce that may occur through natural attrition or the acceptance of Voluntary Separation Packages in accordance with Schedule 4.
- B.3.3** A Voluntary Separation Package (VSP) shall be in accordance with the formula shown at Schedule 4. If a redeployment position is not available or acceptable to the employee then a VSP will be made available.

### **B.4 REDEPLOYMENT**

- B.4.1** The parties agree that it may be necessary through workplace change to redeploy employees to another position initially at the same responsibility level; however, this may result in a position at a lower classification level with income maintenance.
- B.4.2** 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.
- B.4.3** Where an employee's normal employment position is proposed to be changed the Council and the employee shall negotiate suitable arrangements, including access to a VSP, prior to such change of employment. Any dispute concerning these arrangements shall be dealt with in accordance with the dispute settling procedures under Clause B.9 of this Agreement.
- B.4.4** In the event of redeployment to another location an employee shall commence and conclude work at his/her new employment location at the normal times or as agreed by the parties.
- B.4.5** The employee will, as a matter of priority, be provided with training to assist the redeployed employee into the new position.

### **B.5 EMPLOYEE RELATIONS**

- B.5.1** All parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.
- B.5.2** The parties agree that consultation is viewed as essential to any change. Management recognises the need for Employee commitment to achieve effective improvements in productivity.

**B.5.3** Management is committed to ensure that there is opportunity for Employees to be involved and express their opinions before changes occur which are likely to have an impact on their workplace and their jobs.

**B.5.4** After consulting with Employees and taking into consideration all points, issues and concerns raised, Council management will determine the most appropriate course of action, taking into consideration the long-term interests of the organisation and Employees.

## **B.6 HUMAN RESOURCES AND STANDARDS OF BEHAVIOUR**

**B.6.1** Council recognises that its most valuable asset lies within its human resources. Human resources has a significant influence on the level and quality of service, economics within which the services are provided and the viability of the organisation now and into the future.

**B.6.2** In recognition of their value and contribution to Council, the following principles of conduct shall be afforded to all Employees:

- B.6.2.1 Employment and promotion shall be based on the proper assessment of merit;
- B.6.2.2 Power with regard to personnel management shall not be exercised on the basis of nepotism and patronage;
- B.6.2.3 Employees shall be treated fairly, consistently and with dignity, and shall not be subjected to arbitrary or capricious acts or omissions;
- B.6.2.4 There shall be no unlawful discrimination against Employees or persons seeking employment;
- B.6.2.5 Employees shall be afforded equal opportunities to secure promotion and advancement in their employment;
- B.6.2.6 Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development;
- B.6.2.7 Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation; and

**B.6.3** In return, the following principles of conduct shall be observed by all Employees:

- B.6.3.1 Employees shall comply with the Councils' Work Health & Safety Management System ensuring legislative and internal compliance.
- B.6.3.2 Adhere to Council's Values and Behaviours
  - Creativity and Innovation
  - Equality
  - Accountability and Transparency
  - Sustainability
  - Service Orientated
- B.6.3.3 Participatory
- B.6.3.4 Employees shall comply with all relevant statutes and legislation, in addition to Council's policies and procedures;

- B.6.3.5 Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities;
- B.6.3.6 Employees shall, in their dealings with members of Council and community, clients and fellow Employees, exercise proper courtesy, consideration and sensitivity;
- B.6.3.7 Employees shall adhere to the Kangaroo Island Council's Employee's Code of Conduct.

## **B.7 COMMITMENT TO CONTINUOUS IMPROVEMENT**

- B.7.1** The outcome of continuous improvement and the contestability process may result in the need for work redesign to help achieve best practice and increase both productivity and job satisfaction.
- B.7.2** Full consultation with affected Employees and the Workplace Consultative Committee will be utilised to facilitate work redesign and effect change with the objective of a more flexible, effective and efficient workforce.
- B.7.3** Any change to individual job descriptions shall occur only after consultation with and the participation of the relevant Employees and their representatives.
- B.7.4** Subject to consultation, including provided for in Clause B.5, the parties are committed to a process of continual improvement that may include, but are not limited to, the following:
  - reviewing current work practices and identifying areas of improvement;
  - developing and committing to the measurable customer service standards;
  - planning and implementing changes to work practices;
  - measuring results and considering further opportunities for improved productivity;
  - team building;
  - redesigning jobs;
  - empowerment and devolution of responsibility;
  - best practice;
  - multi-skilling;
  - restructuring;
  - establishing recording mechanisms and output measurements for all functions and where necessary individual jobs; and
  - total quality service and management strategies.

## **B.8 TRAINING & DEVELOPMENT**

- B.8.1** The parties recognise the need to at least maintain the amount of training and development currently provided at all levels within the organisation.
- B.8.2** Council is committed to enhancing the skills of its workforce through the provision of training both internal (on the job) and external (through attendance at training courses) and will support and encourage employees who undertake work related private study that is directly related to their position description and/or needs of the business
- B.8.3** It is recognised that participation in Training and Development programs should result in a multi skilled workforce with the potential to give

immediate benefits to Council in improved productivity and efficiency and should provide improved career options for employees.

- B.8.4** Council has a commitment to ongoing training of employees.
- B.8.5** Supervisors and Managers will receive support to enable them to identify technical skills required of their employees in order to plan and co-ordinate the appropriate training response.
- B.8.6** The overall training plan for the organisation should be congruent with the strategic and organisational needs of Council.
- B.8.7** Council will ensure that all employees have a fair and equitable chance to attend training programs.
- B.8.8** Where an employee has been employed by the employer in a particular capacity, but is no longer required by the employer to perform those functions or duties, the Council undertakes to assist, support and reimburse the cost (in a manner to be negotiated for a period not exceeding 12 months) in retaining any qualification required under the previous terms of employment up to a level of \$500 per annum.
- B.8.9** Training will be employee specific and will be identified through the employee's personal development plan process.

Study Criteria for study assistance will be in accordance with the training and development procedure and must have a direct relationship to the

Study criteria for Study Assistance

Approved study (by the CEO/ELT) will be entitled to one of the following options of assistance:

- B.8.9.1** Option 1 Up to 6 days study leave per annum;
- B.8.9.3** Option 2 Up to \$1000 per annum reimbursement for any expenses incurred for example course fees or travel and accommodation and the successful completion of each year or
- B.8.9.4** Two instalments of up to \$500 p.a. can be claimed after successful completion of a semester. Proof of receipt of fees paid and copy of course results must be provided with each claim.
- B.8.9.5** Access to study assistance can be obtained after a 2 year qualifying period.
- B.8.10** Where an employee has sought access to the provisions of this sub-clause B.8.2 and resigns his/her employment, the employee may be required to pay back any amounts paid to the employee under this clause in the preceding 12 month period.

## **B.9 DISPUTE RESOLUTION**

### **B.9.1 General**

In the event of a dispute between Council and an Employee or Employees concerning any aspect of work, the following procedure shall apply:-

- B.9.1.1** It is the aim of both parties to ensure that grievances are resolved as quickly as possible in order to preserve positive working relationships.
- B.9.1.2** Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Supervisor. If the Employee wishes, he or she may involve a Workplace Representative (and/or representative of their choice) in attempting to resolve the

dispute. Conversely, Supervisors should seek to resolve any dispute with the Employees concerned.

- B.9.1.3 Where the matter is not satisfactorily resolved within five working days, the matter will be referred to the Department Manager.
- B.9.1.4 If the matter is not resolved at that stage, the employee who may wish to involve a Workplace Representative and/or representative of their choice may refer the matter to the Chief Executive Officer.
- B.9.1.5 If the matter is not resolved at that stage, either party may refer the matter to the South Australian Employment Tribunal or its successor for conciliation and/or arbitration
- B.9.1.6 The above process should be completed within fourteen (14) days of the issue first being raised.

Nothing contained in this clause shall prevent an Officer of the Union from raising matters directly with management.

#### **B.9.2 Dispute Arising from the Agreement**

- B.9.2.1 Employee(s) will, in the first instance, seek to resolve any dispute with the relevant Supervisor. If the Employee wishes, he or she may involve a Workplace Representative in attempting to resolve the dispute, or a representative of his/her choice. Conversely, supervisors should seek to resolve any dispute with the Employees concerned.
- B.9.2.2 If the matter is not resolved at that stage, either party may refer the matter to the Workplace Consultative Committee for resolution.
- B.9.2.3 If this does not succeed then either party may refer the matter to the South Australian Employment Tribunal or its successor for conciliation and/or arbitration.

## **B.10 MANAGEMENT OF POOR PERFORMANCE**

- B.10.1** The parties agree that performance management will occur in the workplace through establishment of management systems of accountability. Performance is not only task related but also includes behaviours that are congruent with Council's Values & Behaviours and the Employee Code of Conduct
- B.10.2** From time to time, formal disciplinary procedures may need to be implemented where Council's ELT, managers/supervisors consider that an Employee's poor performance must be addressed.
- B.10.3** Prior to a decision being taken by Council's ELT to implement formal disciplinary procedures, the poor performance will have been informally addressed (either verbally or in writing) with the Employee and, where there has been little or no improvement in performance, the formal disciplinary process may be implemented.
- B.10.4** The Formal Warning Process may lead to termination of employment if performance deficiencies are not rectified.
- B.10.5** The following procedure outlines steps for implementation of Formal Disciplinary Procedures:

### **B.10.5.1 Step One – First Formal Warning**

- (i) The Employee will be notified of the time and date of the formal counselling meeting, including advice of who will be present at the meeting, the purpose of the meeting and that the Employee's right to representation.
- (ii) At the counselling meeting, the Employee will be made fully aware of the matters of concern regarding performance and will be given a clear understanding of the steps that will need to be taken for performance to be improved.
- (iii) Employees should be made fully aware of the seriousness of the situation and that the formal action may lead to termination of employment should their performance not improve.
- (iv) Strategies will be jointly developed to provide support and guidance to the Employee that may involve a series of one-to-one meetings, training or any other methods that may assist the Employee to redress the poor performance.
- (v) An agreed date will be set for the review of the Employee's performance that will be no longer than six weeks and no shorter than two weeks from the date of the first counselling meeting. The outcome of this review will result in either noted improvement of performance or progression to the next step of the Formal Disciplinary procedure.
- (vi) Notes of the counselling meeting will be kept and filed on Employee's personnel file and the Employee will receive a letter confirming that a first formal warning has been issued. The letter should outline the reason for the first formal warning, the improvements that need to be made and the strategies to be adopted to assist in performance improvement.

### **B.10.5.2 Step Two – Review/Second Formal Warning**



- (i) At the time of review, the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case, all records in relation to this matter may be removed from the personnel file immediately or, alternatively and if deemed appropriate, remain on record for no more than 12 months.
- (ii) If some improvement in performance has been achieved, the ongoing formal process will be left in place and a further review date established and areas requiring continued improvement shall be identified and recorded.
- (iii) Should it be determined that performance has not improved and that further disciplinary action is necessary then a Second Formal Warning will be issued.
- (iv) The Employee will be made fully aware of the matter of concern regarding performance and will be given a clear understanding of the steps that will need to be taken for performance to be improved.
- (v) Employees should fully understand the seriousness of the situation and that formal action, should performance concerns not be redressed, will lead to termination of employment.
- (vi) Once again strategies should be jointly developed to provide support and guidance to the Employee to assist the Employee to redress the poor performance.
- (vii) A date will be set for review that will be no longer than six weeks and no shorter than two weeks from the date of the first counselling meeting. The outcome of this review will result in either noted improvement of performance or progression to the next step of the Formal Disciplinary procedure.
- (viii) As previously, notes of the counselling meeting will be kept and filed on the Employee's personnel file and the Employee will receive a letter confirming that a second formal warning has been issued. The letter should outline the reason for the second formal warning, the improvements that need to be made and the strategies to be adopted to assist in the performance improvement.
- (ix) Before any disciplinary action is taken, the Employee shall be supplied, in writing, the grounds of the proposed dismissal. A conference shall be convened by Council as soon as possible to discuss the issues raised on the written grounds and to endeavour to devise an appropriate resolution to the problem. The conference shall be attended by at least one representative of Council, the Employee concerned and the Employee's representative.
- (x) The representative of Council shall be the Chief Executive Officer or his/her nominee.
- (xi) The conference shall consider alternatives to dismissal, including re-deployment of the Employee, placing the Employee in another position for which the Employee is qualified and suitable or withholding an increment for an agreed period of time. If this involves a reduction in status of the Employee, such Employee shall not suffer any

reduction in salary until the expiration of two (2) weeks after the reduction in status has taken effect.

#### B.10.5.3 Step Three Review/Termination

- (i) As with Stage Two, the Employee's performance may have improved to such a degree that there will be no need for any further formal process. Should this be the case all records in relation to this matter may be removed from the personnel file immediately, or alternatively, remain on record for no more than 12 months.
- (ii) Performance may have improved, however it is viewed that ongoing formal processes should be left in place and a further review date established.
- (iii) Should it be determined that performance has not improved and that termination of employment is warranted, then the Employee will be made fully aware of the matters regarding performance which have led to the termination. Termination of employment will be confirmed in writing.

## **SECTION C – TERMS OF EMPLOYMENT**

### **C.1 CONTINUOUS SERVICE**

#### **C.1.1 Maintenance of Continuous Service**

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

- C.1.1.1 Absence of the Employee from work in accordance with the Employee's Contract of Employment or any provision of this Agreement;
- C.1.1.2 Absence of the Employee from work for any cause by leave of Council;
- C.1.1.3 Absence of the Employee from work on account of illness, disease or injury;
- C.1.1.4 Absence with reasonable cause (proof of such reasonable cause lies with the Employee);
- C.1.1.5 Interruption or termination of the Employee's service by an act or omission of Council with the intention of avoiding any obligation imposed by this Agreement, the Act or the Long Service Leave Act 1987 (SA);
- C.1.1.6 Interruption or termination of the Employee's service arising directly or indirectly from an industrial dispute if the Employee returns to the service of Council in consequence of the settlement of the dispute;
- C.1.1.7 Transfer of the employment of an Employee from one Council to another council subject to the provisions of the Local Government Act 1999 (SA).

#### **C.1.2 Calculation of Period of Service**

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

- C.1.2.1 To the extent that the Employee receives or is entitled to receive pay for the period; or
- C.1.2.2 Where the absence results from a decision of Council to stand the Employee off without pay.

### **C.2 EMPLOYMENT CATEGORIES**

#### **C.2.1 Appointment and Probation**

- C.2.1.1 All employees shall be on probation for a term of three months from initial engagement with the employer.
- C.2.1.2 At the conclusion of the term of three months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- C.2.1.3 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.
- C.2.1.4 Should the probationary period be extended beyond three months; regular monthly assessments shall be made.

- C.2.1.5 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.

## **C.2.2 Casual employment**

- C.2.2.1 An employee engaged for a period of 1200 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading in accordance with the terms of this Agreement, in addition to the appropriate ordinary time hourly rate prescribed in the wage scales of this Agreement for the normal duties involved.
- C.2.2.2 The casual loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked. Employees receive a 25% casual loading.
- C.2.2.3 An employee, employed for more than 1200 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. A written copy of any such mutual agreement shall be signed by the employer, employee and a member of the WCC represented by AWU and ASU.
- C.2.2.4 A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the casual loading.
- C.2.2.5 The minimum engagement for casual employee is three (3) consecutive hours

## **C.2.3 Part-time employment**

Any employee employed on less than the established full-time hours for the enterprise may be engaged as a part-time-employee. The provisions of this Award shall apply on a pro-rata basis to any such employee.

- C.2.3.1 Subject to the provisions below, overtime and penalty rates shall apply to a part-time employee in either of the following circumstances:
- C.2.3.1.1 where work is performed outside of the ordinary span of hours;
- C.2.3.1.2 where in any two month block, commencing at the beginning of any calendar year, the employee has worked sufficient additional hours to exceed the number of weekly hours for which the employee is contracted, for example:

<b>Contracted hrs</b>	120 hrs per 2 months (calendar)
(15 hrs per wk)	
<b>Actual hrs worked</b>	<u>160</u> hrs over 2 months (calendar)

**Additional hrs worked**                      40 hrs (more than 15 hrs therefore overtime rates apply)

minus

**Ordinary time**                      15 hrs

25 hrs @ appropriate overtime rates

- C.2.3.2              The normal working hours of a part-time employee may be changed by mutual agreement between the employer and the employee. This provision applies to meet the short term requirements of either party or in respect of an increase or decrease in normal hours of duty.

#### **C.2.4      Fixed term employment**

- C.2.4.1              The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- C.2.4.2              The employer may engage an employee in circumstances other than those provided for above where the employee agrees to employment for a fixed term.
- C.2.4.3              A written agreement setting out the terms and conditions of the contract including the nature of the duties and the classification shall be signed by the employer and the employee.
- C.2.4.4              Upon appointing an employee on a fixed term contract, the employer shall notify the relevant Union forthwith as to:
- (i)              The nature of the fixed term contract;
  - (ii)             The duration of the fixed term contract.
- C.2.4.5              No employee shall be required to work under a fixed term arrangement for more than three years in total. Circumstances where employment is being facilitated by funding from an external source, an extension to the three year limit may be sought by Council via the Workplace Consultative Committee as per B.1.2.

### **C.3      TERMINATION OF EMPLOYMENT**

#### **C.3.1      Notice of Termination by Employer**

##### **C.3.1.1      Summary Dismissal**

Council may summarily dismiss an employee for conduct that at common law warrants it (i.e. dereliction of duty, serious and wilful misconduct etc.).

Where an Employee is summarily dismissed, Council is not obliged to pay the Employee in lieu of notice.

##### **C.3.1.2      Period of Notice**

In order to terminate the employment of an Employee, Council must give the Employee the following notice;

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but less than 3 years	At least 2 weeks
More than 3 years but less than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- C.3.1.3 In addition to the notice above, Employees over 45 years of age at the time of giving of notice with not less than two (2) years continuous service, are entitled to additional notice of one week.
- C.3.1.4 Payment at the ordinary rate of pay in lieu of the notice must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- C.3.1.5 In calculating any payment in lieu of notice, Council must pay the wages an Employee would have received in respect of the ordinary time the Employee would have worked during the period of notice had the Employee's employment not been terminated.
- C.3.1.6 The period of notice in this Clause does not apply in the case of:
- (i) dismissal for conduct that at common law justifies instant dismissal;
  - (ii) casual Employees;
  - (iii) Employees engaged for a specific period of time;
  - (iv) for a specific task or tasks; or
  - (v) probationary Employees.
- C.3.1.7 **Time Off During Notice Period**
- Where Council has given notice of termination to an Employee, the Employee is entitled to up to eight (8) hours time off, without loss of pay, for the purpose of seeking other employment
- The time off is to be taken at times that are convenient to the Employee after consultation with Council

If the Employee has been allowed paid leave for the day during the notice period for the purposes of seeking other employment, the Employee must, at the request of Council, produce proof of attendance of an interview. If such proof is not produced the Employee is not entitled to receive payment of the time absent.

- C.3.1.3 **Statement of Council**
- Council must provide to an Employee, whose employment has been terminated, a written statement specifying the period of the Employee's employment and the classification of or the type of work performed by the Employee.
- C.3.1.4 **Payment in Lieu**
- If Council makes payment in lieu of all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with Council

for the purposes of computing any service related entitlement of the Employee.

### **C.3.2 Notice of Termination by Employee**

In order to terminate employment, an Employee must give Council the following notice:

<b>Period of Continuous Service</b>	<b>Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year	At least 2 weeks

## **C.4 ABSENCE FROM DUTY**

An Employee not attending for duty will lose pay for the actual time of such non-attendance, except in the case of an Employee who is absent from duty in accordance with the provisions of this Agreement, or by special leave specifically agreed with Council.

## **C.5 CLASSIFICATION STRUCTURE**

The classification structure for Employees outlined in Schedule 2 of the Agreement consists of eight (8) grades of Employees for Section F employees and eight (8) grades for general officer stream and four (4) bands for the senior officer stream for Section G employees.

## **C.6 APPROVAL OF OVERTIME AND ACCRUAL OF TOIL AND RDO**

- C.6.1** Employees must have all overtime approved by their immediate Supervisor/Manager/Director/CEO/ELT. Accrual of Time Off In Lieu (TOIL) or Rostered Days Off (RDO) must also be approved prior to such accruals occurring.
- C.6.2** Accrual shall be taken at an agreed time between management and employee
- C.6.3** Any accrual of toil over 8.5 hours will require approval from the CEO/ELT
- C.6.4** Should an employee continuously accrue excess TOIL weekly over a 4 week period a review of their Position Description and allocated tasks will be undertaken by HR and direct manager.

## **C.7 DRIVERS LICENCE**

- C.7.1** Council will reimburse any Employee whose duties require them to drive a vehicle during the course of their normal duties the cost of the driver's licence fee.
- C.7.2** The payment of the licence fee will be made to relevant Employees in January of each year and will be equivalent to one (1) year's licence fee.
- C.7.3** Prior to the payment being made, the Employee must provide to Council a copy of the Employee's current driver's licence.
- C.7.4** Employees who are required to hold a drivers licence and lose their licence must notify Council immediately of the loss of licence.

## **C.8 AVAILABILITY ALLOWANCE**

- C.8.1** Where an employee has agreed to be on a roster that would enable employees to be available to receive calls out of ordinary hours, the roster would operate over a period of seven days at a time, with two employees at a time being rostered on.
- C.8.2** The availability allowance will be paid at a flat rate as per Schedule 3 of this Agreement. Terms and conditions of rostered time include:
- C.8.2.1** Employees rostered on and paid the availability allowance will be required to hold the Council telephone and attend to calls received during hours outside the normal working hours.
  - C.8.2.2** Employees on roster holding the telephone must be fit for duty at all times that they are rostered on. The Kangaroo Island Council policies and procedures, including the Drug and Alcohol Policy and Procedure, apply during outside normal working hours.
  - C.8.2.3** Employees on any form of leave are not eligible to receive the availability allowance for the duration of leave.
- C.8.3** Breach of the terms and conditions of rostered time will be considered as gross misconduct and employees found to be in breach of the terms and conditions will be disciplined accordingly.

## **SECTION D – PAY MATTERS**

### **D.1 WAGE RATES**

#### **D.1.1 Adult Wage Rates**

The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 1 of this Agreement and will include for salary purposes relevant prescribed allowances.

#### **D.1.2 Apprentice Wages**

The minimum weekly wages for apprentices are set out below:

<b>Apprentice Year</b>	<b>Percentage of Trade wage applicable</b>
First	42
Second	55
Third	75
Fourth	88

#### **D.1.3 Traineeship Wages**

Trainees will be engaged in accordance with Schedule 6 of this Agreement

#### **D.1.4 Calculation of Wage Rates**

**D.1.4.1** In the first full pay period following approval of this Agreement by the South Australian Employment Tribunal (SAET), an increase in wages of **3.1%** will apply (see Schedule 1 – Salary and Wages) backdated to the first full pay period after 1 July 2021.



D.1.4.2 On the first full pay period after 1 July 2022, an increase in wages that equates to the Consumer Price Index (**CPI**) plus 1 % with increases being capped at a minimum of 1% and a maximum of 4%. CPI will be taken from the CPI (All groups Adelaide) for the twelve (12) month period ending at the December 2021 quarter, as issued by the Australian Bureau of Statistics

D.1.4.3 On the first full pay period after 1 July 2023, an increase in wages that equates to the Consumer Price Index (**CPI**) plus 1 % with increases being capped at a minimum of 1% and a maximum of 4%. CPI will be taken from the CPI (All groups Adelaide) for the twelve (12) month period ending at the December 2022 quarter, as issued by the Australian Bureau of Statistics

#### **D.1.5 Kangaroo Island Allowance**

This clause extinguishes in full the previous payment of the "Kangaroo Island Allowance" payable under the Kangaroo Island Council Enterprise Bargaining Agreement 2017. That allowance is replaced by the Kangaroo Island Payment.

All Employees will be paid a single gross amount (inclusive of GST) of \$400.00 (gross) payable in the first full pay period following approval of the Agreement by the SAET, which shall then form the minimum weekly wage for that Employee (pro-rated to an hourly basis) after which the calculation of the wage increase in D.1.4.1 shall then be applied.

This amount shall be paid in addition to any unclaimed outstanding payments due and accrued to an Employee immediately prior to the approval of this Agreement by the SAET.

## **D.2 INCOME PROTECTION**

**D.2.6** Council shall provide income protection insurance to all permanent Employees (refer Local Government Risk Service's Insurance Policy).

## **D.3 PUBLIC HOLIDAYS**

**D.3.1** An Employee is entitled to full payment for any statutory or gazetted public holiday, which falls on a normal work day.

**D.3.1** Any Employee who works on any statutory or gazetted holiday is paid for the time so worked at the rate of double time and receives a minimum payment of three (3) hours. The rate of double time on time includes ordinary rate payment for the statutory or gazetted public holiday and double time for time worked on that day.

## **D.4 SUPERANNUATION**

**D.4.1** The Employer will continue to pay superannuation contributions to the Employee's choice of fund or stapled fund (if any) as required by the *Superannuation Guarantee (Administration) Act 1992* (Cth).

In the absence of an existing 'stapled' superannuation fund, or if the Employee does not nominate his or her choice of superannuation fund within twenty-eight (28) days, superannuation contributions will be paid to the Employer's fund, being Statewide Super.

For the purpose of this clause:

'Statewide Super' means 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 Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

The amount of employer superannuation contribution means:

For the employee who is making Salarylink Contributions" to Statewide Super:

- (i) a percentage of the Employee's salary (being the Employer contribution rate set from time to time and amended by Statewide Super); and
- (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed;

- (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

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

- a) For each other employee who is a member of Statewide Superannuation Fund:

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

## **D.5 SALARY SACRIFICE**

**D.5.1** Subject to the following conditions, an Employee may apply to the Chief Executive Officer to salary sacrifice any part of their salary (including wages contained under this Agreement) to the Statewide Super Fund or their Super Fund of choice

**D.5.2** As salary sacrifice is a complex matter, it is the Employee's responsibility to seek independent financial advice and fully understand all implications of salary sacrifice before entering into this arrangement with Council.

**D.5.3** Any such arrangement shall be by mutual agreement between each individual Employee and Council, provided that approval by Council shall not be unreasonably withheld.

## **D.6 HIGHER DUTIES**

Employees required to perform duties at a higher classification shall be paid at the higher classification for actual time worked.

### **D.6.1 Undefined period of time**

D.6.1.1 Where an employee performs higher duties for undefined period of time, the employee shall be entitled to apply for a reclassification with the ability to raise the matter with the Consultative Committee if the reclassification is refused.

D.6.1.2 Except for where provided by Clause F.7

D.6.1.3 Undefined period of time

### **D.6.2 Where an Employee acts in a position of a higher level (not being a relieving situation), the following arrangements will apply:**

D.6.2.1 Where the work is specific and of limited nature, Council and Employee will agree on the overall period of acting.

D.6.2.2 Where the period is unknown, Council and Employee will review the acting arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the timeframes regarding the performance of such work.

D.6.2.3 The acting arrangements will be made in writing and shall include the period of acting or date of review.

### **D.6.3 Where an Employee acts in a position of higher level for and accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided that such leave is actually taken within the period of acting.**

### **D.6.4 Where higher duties become a constant feature of the Employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the Employee will be reclassified to that level.**

### **D.6.5 An Employee acting or relieving in a position of higher grade shall be entitled to be paid with Higher Duties at a rate proportionate to fulfilling the whole role.**

## **SECTION E – LEAVE ENTITLEMENTS**

### **E.1 ANNUAL LEAVE**

#### **E.1.1 Entitlement to Annual Leave**

- E.1.1.1 An Employee (other than a Casual Employee) is entitled to four (4) weeks annual leave (or 152 hours) for each completed year of continuous service.
- E.1.1.2 Payment must not be made or accepted in lieu of taking annual leave, except in the case of termination of employment.

#### **E.1.2 Annual Leave Exclusive of Public Holidays**

- E.1.2.1 Annual leave is exclusive of any public holidays named under this Agreement that fall on a day which would have been an ordinary working day of the Employee.
- E.1.2.2 If any such holiday falls within an Employee's period of annual leave, the period of leave will be increased by one day for each public holiday.

#### **E.1.3 Accrual of Annual Leave Entitlement**

- E.1.3.1 An Employee's entitlement to annual leave accrues at a rate of 1/13 of the number of nominal hours worked by an Employee over each completed four (4) week period.
- E.1.3.2 Casual Employees have no annual leave entitlement.

#### **E.1.4 Time of Taking Annual Leave**

- E.1.4.1 Annual leave must be taken at a time mutually agreed between Council and the Employee.
- E.1.4.2 Upon the anniversary date of employment, the employee shall have accrued an entitlement of 4 weeks of annual leave. An employee must apply to take annual leave within 12 months of such entitlement falling due unless otherwise approved by the CEO. Where an employee has not applied to take such leave, the employer may instruct the employee to take such leave upon two (2) weeks notice.
- E.1.4.3 The Employee must submit their application to take annual leave to Council and obtain approval no less than two (2) weeks before the annual leave is requested.
- E.1.4.4 Council must not unfairly refuse requested annual leave; however, it reserves the right to refuse an annual leave application if not appropriate at the time.

#### **E.1.5 Leave Allowed Before Due Date**

- E.1.5.1 Council may allow annual leave to an Employee before the right thereto has accrued. Where such leave is taken, a further period of annual leave will not be credited to the Employee until after he/she has accrued sufficient annual leave to "repay" his/her annual leave debt to Council.
- E.1.5.2 Where annual leave has been granted to an Employee pursuant to this sub-clause and the Employee subsequently leaves, is discharged or terminated from the service of Council prior to making good his/her annual

leave debt to Council, Council may deduct what remuneration is payable upon the termination of the employment in respect of the annual leave debt. Such amount shall not include any sums paid for any public holidays.

#### **E.1.6 Annual Leave Loading**

- E.1.6.1 An Employee is also entitled to payment of a loading equivalent to 17.5% of the payment provided for in this Clause at the time that payment is made.
- E.1.6.2 Where an Employee would have received shift loadings had the Employee not be going on leave during the relevant period, and such loadings would have entitled the Employee to a greater amount than the loading of 17.5%, then the shift loadings shall be substituted for the 17.5% loading as prescribed in this clause.

#### **E.1.7 Balancing Work and Family – Annual Leave**

To assist employees in balancing their work and family commitments:

- E.1.7.1 An employee may elect, with the consent of the employer, to accrue and carry forward any amount of annual leave for a maximum of one year from the date the employee becomes entitled to the leave. The maximum allowable amount of leave that may be accrued will be 8 weeks or 304 hours.
- E.1.7.2 Employee with a current, annual leave accrual in excess of 304 hours shall be required to reduce that accrual to a maximum of 304 hours within 2 years of this agreement.
- E.1.7.3 Annual leave loading payment is payable on leave accrued in accordance with this Agreement.
- E.1.7.4 Annual leave loading will not be paid when annual leave is being used towards time off whilst waiting for a workers compensation claim to be determined.
- E.1.7.5 An employee may elect, with the consent of their employer, to take annual leave in single days, up to a maximum of 10 single days in any year.
- E.1.7.6 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 10 consecutive annual leave days are taken.
- E.1.7.7 Access to annual leave as prescribed above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- E.1.7.8 Notwithstanding the provisions above, 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.

## **E.2 PERSONAL LEAVE**

### **E.2.1 Balancing Work and Family**

- E.2.1.1 Council acknowledges that Employee's must balance their work and family commitments and understands the importance of the effective combination of both in increasing productivity and reducing absenteeism and staff turnover rates. Therefore, the term "Personal Leave" incorporates Sick Leave, Carer's Leave and Family Leave.
- E.2.1.2 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. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

### **E.2.2 Personal Leave Accumulation and Application**

A full-time Employee is entitled to 10 days (or 76 hours) (pro-rata for part-time) per year. The following conditions apply:

- E.2.2.1 Personal Leave may not be used as a supplement to annual leave, RDOs or personal activities that an Employee would normally schedule for annual leave, RDOs or time outside of normal work hours.
- E.2.2.2 Employees, except where it is impractical to do so, will inform their Manager or Supervisor of an anticipated absence on personal leave.
- E.2.2.3 In the first year of service, Personal Leave will accrue at 1.46 hours per week of service

### **E.2.3 Payment for Leave**

- E.2.3.1 The Employee is entitled to payment at the Employee's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave, provided that he/she has the personal leave days to his/her credit and is able to produce the necessary supporting documentation as required in this Clause.
- E.2.3.2 The Employee is not entitled to payment for personal leave unless the Employee gives Council notice of his/her inability to attend work, the nature of his/her/immediate family illness, injury or household emergency, estimated duration of absence sought and provides documentary evidence as required by Council as per E.2.5.1
- E.2.3.3 The minimum personal leave absence that may be taken at any one time is one (1) hour.

### **E.2.4 Personal Leave Access**

An Employee will be entitled to access personal leave in the following circumstances:

E.2.4.1 When the Employee is suffering from an illness or injury that prevents them from being able to report to work and perform their duties and/or

E.2.4.2 When the Employee is required to provide care and support to an immediate family or household member who is ill, injured or the subject of an unexpected emergency\*.

\*An unexpected emergency being a household emergency where a reasonable person could not make other arrangements, the employee would utilise Personal Leave allowing the employee to attend a household emergency.

E.2.4.3 If an employee has to collect children under the age of 16 in matters pertaining to "Child Access Arrangements".

E.2.4.4 An Employee, who has personal leave credit and who is on annual leave, is entitled to take personal leave if the Employee is unable to work for a period of at least three (3) days.

Personal leave taken under this provision will not count as annual leave.

E.2.4.5 Notwithstanding the definition of "immediate family or household member" in Clause A.1 definitions in the Agreement, Clause E.2.4(2) of the Agreement will be applied so that the minimum standard for Carer's Leave under the Fairwork Act 1994 will be applied.

## **E.2.5 Evidence of Leave**

E.2.5.1 The taking of Personal Leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness , of the employee or member of the employee's immediate family., Personal leave in excess of two (2) consecutive working days will require a medical certificate or other reasonable evidence

E.2.5.2 The taking of Personal Leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to a unexpected emergency\*,

E.2.5.5. Should an Employee establish a pattern of absenteeism connecting personal leave days with weekends, consultation will be undertaken with the employee and the WCC.

## **E.2.6 Payment of Accumulated Leave**

E.2.6.1 Both parties commit themselves to the reduction of unwarranted absenteeism. Council's strategy in addressing this is to provide financial incentive to encourage regular work attendance, the accumulation of absenteeism leave credits by long term Employees and commitment to the work unit and Council.

E.2.6.2 Where an Employee has completed seven (7) continuous years or more service with Kangaroo Island Council, on termination of employment (other than for disciplinary reasons), a payment equivalent to 25% of the Employee's untaken accumulated Personal Leave (at ordinary hourly rates) will be made.

## **E.2.7 Portability of Sick Leave**

- E.2.7.1 Personal Leave shall be portable from Council to Council. A local government employee shall be entitled to carry Personal Leave credits from the previous employing Council (or Councils) to the present Council provided the service is continuous as defined by the Local Government Act 1999, but such credits shall not be available until Personal Leave credits accrued at the employee's employing Council have been exhausted. The employing Council may recover from previous employing Councils a contribution towards the cost of Personal Leave granted in accordance with this sub-clause.
- E.2.7.2 Where entitlements have accumulated with more than one Council, the initial claim may be made on the immediately preceding employing Council to the extent of credits accumulated at that Council; the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at that Council, and the balance of outstanding credits may be claimed from the respective next preceding employing Council to the extent of credits accumulated at those Councils.

## **E.3 UNPAID CARER'S LEAVE**

- E.3.1 An Employee, including a casual Employee, may elect, with the consent of Council, to take up to two (2) days unpaid carer's leave for the purpose of providing care to an immediate family or household member who is ill, injured or the subject of an unexpected emergency.
- E.3.2 An Employee will be required to provide notice to Council of their absence as a soon as reasonably practicable.
- E.3.3 If requested by Council, the Employee will be required to give Council documentary evidence, either in the form of a medical certificate from a registered medical practitioner or a statutory declaration sworn by the Employee, in relation to the period of unpaid carer's leave taken. If requested, documentation must be given to Council as soon as reasonably practicable.

## **E.4 COMPASSIONATE LEAVE**

- E.4.1 An Employee (other than a casual Employee) is entitled, on reasonable notice, to two (2) days of paid compassionate leave per occasion in the following circumstances:

  - E.4.1.1 To spend time with an immediate family or household member who is suffering from a serious illness or injury that poses a threat to that member's life; and/or
  - E.4.1.2 As bereavement upon the death of an immediate family or household member.
- E.4.2 Compassionate leave is without deduction of pay for a period not exceeding the number of hours worked by the Employee in two (2) ordinary days work. The Employee may be asked by Council to furnish proof of the illness, injury or death to which the compassionate leave absence relates to its satisfaction.



## **E.5 PARENTAL LEAVE**

**E.5.1** It is the Employee's responsibility to inform Council on becoming aware that:

- an Employee is pregnant; or
- an Employee's partner is pregnant; or
- an Employee is adopting a child;

as soon as practically possible, but not less than 12 weeks before the expected birth date or adoption date, and to provide the various notices required under this Clause.

E.5.1.1 It is Council's responsibility to inform the Employee of the Employee's entitlements and his/her obligations to provide various notices under this Clause.

E.5.1.2 An Employee, who is an 'eligible casual employee' within the meaning of the Act, or one engaged on a seasonal basis, is not entitled to parental leave.

**E.5.2** To be eligible for and entitled to parental leave, an Employee must have served at least 12 months of continuous service with Council immediately preceding:

E.5.2.1 In the case of maternity leave, the expected date of birth; or

E.5.2.2 the date on which the leave is due to commence.

**E.5.3** The entitlement to parental leave is reduced in the case of:

E.5.3.1 Maternity leave, by any period of extended paternity leave taken by the Employee's partner and/or by any period of special maternity leave taken by the Employee;

E.5.3.2 Long paternity leave, by any period of maternity leave taken by the Employee's partner;

E.5.3.3 Long adoption leave, by any period of extended adoption leave taken by the Employee's partner.

**E.5.4** An Employee who becomes pregnant is, on production of the required medical certificate, entitled to up to 52 weeks of unpaid maternity leave.

**E.5.5** A male Employee is, on production of the required medical certificate, entitled to one (1) or two (2) periods of paternity leave, the total of which must not exceed 52 unpaid weeks as follows:

E.5.5.1 can unbroken period of up to one (1) week at the time of the birth of the child (to be known as short paternity leave);

E.5.5.2 a further unbroken period of up to 51 weeks in order to be the primary care giver of the child (to be known as long paternity leave).

**E.5.6** An Employee is entitled to one (1) or two (2) periods of adoption leave, the total of which must not exceed 52 unpaid weeks, as follows:

E.5.6.1 an unbroken period of up to three (3) weeks at the time of the placement of the child (to be known as short adoption leave);

E.5.6.2 a further unbroken period of up to 49 weeks in order to be the primary care giver of the child (to be known as long adoption leave).

**E.5.7** An Employee must, when applying for maternity leave or paternity leave, provide Council with a medical certificate from a registered medical practitioner which:

E.5.7.1 names the Employee or the Employee's partner, as appropriate;

E.5.7.2 states that the Employee or the Employee's partner is pregnant; and states the:

- expected date of birth; or
- expected date of termination of pregnancy; or
- date on which the birth took place.

**E.5.8** At the request of Council, an Employee must, in respect of the conferral of parental leave, produce to Council within a reasonable time a statutory declaration which states:

E.5.8.1 the particulars of any period of parental leave sought or taken by the Employees' partner, and where appropriate;

E.5.8.2 that the Employee is seeking the leave to become the primary care giver of a child;

E.5.8.3 in the case of adoption leave, a statement from a Government authority giving details of the date, or presumed date, of adoption; and

E.5.8.4 that for the period of the leave the Employee will not engage in any conduct inconsistent with the Employee's contract of employment.

#### **E.5.9 Maternity Leave**

An Employee must:

E.5.9.1 not less than 12 weeks before the expected date of birth of the child, give notice in writing to Council stating the expected date of birth; and

E.5.9.2 give not less than six (6) weeks' notice in writing to Council of the date of which she proposes to commence maternity leave stating the period of leave to be taken; and

E.5.9.3 notify Council of any change in the information provided within two (2) weeks after the change takes place.

E.5.9.5 Council may, by not less than 14 days' notice in writing to the Employee, require her to commence maternity leave at any time within six (6) weeks immediately before the expected date of birth. Such a notice may be given only if the Employee has not given Council the required notice.

#### **E.5.10 Paternity Leave**

E.5.10.1 An Employee must, not less than 12 weeks prior to each proposed period of paternity leave, give Council notice in writing stating the dates of which he proposes to start and finish the period(s) of paternity leave;

E.5.10.2 An Employee must notify Council of any change in the information provided within two (2) weeks after the change takes place.

#### **E.5.11 Adoption Leave**

E.5.11.1 An Employee must, on receiving notice of approval for adoption purposes, notify Council of the approval and, within two (2) months of the approval, further notify Council of the period(s) of adoption leave the Employee proposes to take.

E.5.11.2 In the case of a relative adoption, the Employee must so notify Council on deciding to take a child into custody pending an application for adoption.

E.5.11.3 As soon as the Employee is aware of the expected date of placement of a child for adoption purposes, but not later than 14 days before the expected date of placement, give notice in writing to Council of that date, and of the date of commencement of any period of short adoption leave to be taken;

E.5.11.4 At least 12 weeks before the proposed date of commencing any extended adoption leave, give notice in writing to Council of the date of commencing leave and the period of leave to be taken.

#### **E.5.12 Unforeseen Circumstances**

An Employee is not in breach of any of these notice requirements if the Employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- the birth occurring earlier than the expected date; or
- the death of the mother of the child; or
- the death of the Employee's partner; or
- the requirement that the Employee accept earlier or later placement of the child;
- so long as, where a living child is born, the notice is given not later than two (2) weeks after the birth.

#### **E.5.13 Transfer to a Safe Job: Maternity Leave**

If, in the opinion of a legally qualified medical practitioner:

- illness or risks arising out of the pregnancy, or
- hazards connected with the work assigned to the Employee;

make it inadvisable for the Employee to continue her present work, the Employee must, if Council considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

E.5.13.1 If the transfer to a safe job is not considered practicable, the Employee is entitled, or Council may require the Employee, to take leave for such period as is certified necessary by a legally qualified practitioner.

- E.5.13.2 Leave under this Clause will be treated as maternity leave.

#### **E.5.14 Part-Time Work**

An Employee who is pregnant or is entitled to parental leave may, by agreement with Council, reduce the Employee's hours of employment to an agreed extent subject to the following conditions:

- E.5.14.1 Where the Employee is pregnant, and to do so is necessary or desirable because of the pregnancy; or
- E.5.14.2 Where the Employee is entitled to parental leave, by reducing the Employee's entitlement to parental leave for the period of such agreement.

#### **E.5.15 Taking of Parental Leave**

- E.5.15.1 No Employee may take parental leave concurrently with such leave taken by the Employee's partner, apart from paternity leave of up to one (1) week at the time of the birth of the child or adoption leave of up to three (3) weeks at the time of the placement of the child.
- E.5.15.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an Employee may, instead of, or in conjunction with, parental leave, take any annual leave or long service leave to which the Employee is entitled.
- E.5.15.3 Paid personal leave or other paid absences are not available to any Employee during the Employee's absence on parental leave.
- E.5.15.4 A period of maternity leave must be taken as one continuous period and must include, immediately following the birth of the child, a period of six (6) weeks of compulsory leave.
- E.5.15.5 Maternity leave and paternity leave cannot extend beyond the child's first birthday.
- E.5.15.6 Adoption leave cannot extend beyond the child's fifth birthday.
- E.5.15.7 Extended adoption leave cannot extend beyond the first anniversary of the initial placement of the child.

#### **E.5.16 Variation and Cancellation of Parental Leave**

Without extending an entitlement beyond the limit set by this Agreement, parental leave may be varied as follows:

- E.5.16.1 Lengthened once by the Employee giving Council at least 14 days notice in writing starting the period by which the Employee requires the leave to be lengthened; or
- E.5.16.2 Lengthened or shortened by written agreement between Council and the Employee.

Parental leave, if applied for but not commenced, is cancelled:

- E.5.16.3 Should the pregnancy terminate otherwise than by the birth of a living child; or
- E.5.16.4 Should the placement of a child proposed for adoption not proceed, as the case may be.

If, after the commencement of any parental leave:

- E.5.16.5 The pregnancy is terminated otherwise than by the birth of a living child or, in the case of adoption leave, the placement of the child ceases; and
- E.5.16.6 The Employee gives Council notice in writing stating that the Employee desires to resume work; Council must allow the Employee to resume work within four (4) weeks of receipt of the notice.
- E.5.16.7 Parental leave may be cancelled by agreement between Council and the Employee.

#### **E.5.17 Special Maternity Leave and Personal Leave**

If,

- E.5.17.1 an Employee, not then on maternity leave, suffers illness related to her pregnancy, or
- E.5.17.2 the pregnancy of an Employee, not then on maternity leave, terminates after 28 weeks, otherwise than by the birth of a living child; she may take such paid personal leave as she is then entitled to and such further unpaid leave (to be known as special maternity leave) as a legally qualified medical practitioner certifies to be necessary before her return to work, provided that the aggregate of paid personal leave, special maternity leave and maternity leave shall not exceed the period to which the Employee is entitled under this Agreement.

#### **E.5.18 Special Adoption Leave**

- E.5.18.1 An Employee who has received approval to adopt a child who is overseas is entitled to such unpaid leave as is reasonably required by the Employee to obtain custody of the child.
- E.5.18.2 An Employee who is seeking to adopt a child is entitled to such unpaid leave not exceeding five (5) days as is required by the Employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the adoption procedure.
- E.5.18.3 The leave under this Clause is to be known as special adoption leave and does not affect any other entitlement.
- E.5.18.4 Special adoption leave may be taken concurrently by an Employee and the Employee's partner.
- E.5.18.5 Where paid leave is available to the Employee, Council may require the Employee to take such leave instead of a special adoption leave.

#### **E.5.19 Return to Work after Parental Leave**

- E.5.19.1 An Employee must confirm the Employee's intention to return to work by notice in writing to Council given at least four (4) weeks before the end of the period of parental leave.
- E.5.19.2 On returning to work after parental leave an Employee is entitled:
  - to the position which the Employee held immediately before commencing parental leave; or

- in the case of an Employee who was transferred to a safe job, to the position which she held immediately before the transfer.

E.5.19.3 If the Employee's previous position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee is entitled to a position as nearly as comparable in status and pay to that of the Employee's former position.

#### **E.5.20 Return to Work Options**

Where an employee is ready to resume employment and wishes to return on a part time basis, the employer shall reasonably consider such a request. Where the employer is unable to meet such a request, the reasons must be provided to the employee in writing. The employee may access the dispute resolution procedure contained within this Agreement if the employee is denied a request to return as a part time employee.

#### **E.5.21 Termination of Employment Whilst on Parental Leave**

- E.5.21.1 An Employee on parental leave may terminate his or her employment at any time during the period of leave by giving the required notice as stipulated in this Agreement.
- E.5.21.2 Council must not terminate the employment of an Employee on the ground of her pregnancy or the Employee's absence on parental leave. Otherwise the rights of Council in relation to termination of employment are not affected by this clause.

### **E.6 LONG SERVICE LEAVE**

- E.6.1 Employees will accrue and be entitled to take long service leave in accordance with the Long Service Leave Act 1987 (SA).
- E.6.2 Where an Employee's contracted weekly hours or classification is reduced, the entitlement to accrued long service leave shall be calculated and preserved at the accrual rate prior to the reduction rather than have hours averaged over three years and from the Employee's commencement date.
- E.6.3 Council and the Employee may agree to the taking of long service leave in periods of not less than two (2) weeks.

### **E.7 REST PERIOD AFTER PERFORMING OVERTIME**

- E.7.1 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days.
- E.7.2 The following provisions do not apply to employees classified under the Senior Officer stream.
- E.7.3 An Employee who works too much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day, so that the Employee has not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime until they have had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

- E.7.4** If, on the instruction of Council, the Employee resumes or continues work without having had ten (10) consecutive hours off duty, he/she will be paid at double rates until released from duty for such a period, and the Employee will then be entitled to be absent until having had ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

## **SECTION F – CONDITIONS OF EMPLOYMENT – OUTDOOR STAFF**

### **F.1 HOURS OF WORK**

All parties recognise the need to maximise the utilisation of available labour within the scope of Council resources and seasonal factors. This will include various sections of the workforce may, through mutual agreement, establish alternative standard hours and conditions consistent with this Clause.

#### **F.1.1 Ordinary Hours of Work**

Except as otherwise provided under this part, the ordinary hours of work for Employees covered by the Agreement are 76 hours per fortnight; Monday to Friday.

#### **F.1.2 Flexible Hours Arrangements**

The ordinary hours of work for Employees may be extended on any day having regard to the requirements of the work or the job being performed. This may involve Employees either commencing a job early or finishing later, or working through a prescribed break, depending upon the circumstances of the work, by mutual agreement with Council.

Provided however, that:

- F.1.2.1 An Employee would not be required, unless by mutual agreement, to work any more than 8.5 hours on any one day;

In regard to extra time worked on any day, an Employee will accrue TOIL at time for time unless overtime payments have been authorised by the Department Manager.

- F.1.2.2 The parties acknowledge that these provisions are intended to provide greater flexibility in the way a particular job or operation can be undertaken and completed.

- F.1.2.3 Ordinary hours of work for Employees covered by this Agreement shall be based upon 76 hours per fortnight between 6:00am and 6:00pm.

- F.1.2.4 Ordinary hours of work for Employees on Special projects shall be by mutual agreement between the hours of 6:00am and 7:00pm

Should a nine (9) day fortnight be agreed, the standard hours of work under this Agreement shall be as follows:

- F.1.2.5 8.5 hours per day for eight days per fortnight; and

- F.1.2.6 8 hour per day for one day per fortnight.

- F.1.2.7 Ordinary hours of work may be performed any time by mutual agreement between Council and Employee.

Any additional hours worked by an Employee in excess to 76 hours per fortnight shall be by mutual agreement between Council and relevant Employee(s) subject to the following:-

- F.1.2.8 Employees shall not work more than 9.5 at single time rate on any given day;
- F.1.2.9 Employees shall not work more than 84 hours in any two (2) week period at single time rate.
- F.1.2.10 Employees shall not be allowed to work more than an additional 95 hours in a financial year at single rate during the period of this Agreement.
- F.1.2.11 Work performed on scheduled Rostered Days Off (RDO) shall be paid for at the rate of time and a half, unless the Employee and Council agree to the deferment of the RDO to an alternative day within the work period.
- F.1.2.12 Overtime shall not be undertaken by the Employee unless prior approval to do so has been provided by Council.
- F.1.2.13 Work performed on a Saturday, Sunday or Public Holiday shall be paid for in accordance with Clause F.2 and F.4 of this Agreement. Employees working across a seven day spread shall not be on a 9 day fortnight as allowed for in clause F.1 of this Agreement.

### **F.1.3 Hours Arrangements (Nine (9) day fortnight)**

- F.1.3.1 Notwithstanding any of the provisions contained under this Clause, agreement may be reached by the parties which involve the working of longer daily hours and the taking of accrued time. The following arrangements are available under this clause:
  - Employees working their ordinary hours of duty over a 4.5 day week, or nine (9) days per two (2) week period, or over 19 days per four (4) week period, and, then, by mutual agreement, such an arrangement may be carried out, provided that 38 such ordinary hours are not exceeded in any one week, or 76 such ordinary hours are not exceeded in any two week period, or 152 such ordinary hours are not exceeded in any four week period, commencing from a date specified by such an agreement.
- F.1.3.2 A rostered hour's agreement does not come into operation until Council and the Employees reach a mutual agreement on the method of its implementation.
- F.1.3.3 Should an Employee be absent from the workplace on account of a Public Holiday and/or compassionate leave, the Employee will be entitled to payment for the number of ordinary hours that the Employee would normally work on the day at the appropriate total daily rate.
- F.1.3.4 Any arrangements made do not alter or vary the number of hours leave with full pay that an Employee would be entitled to receive pursuant to this Agreement if the arrangement had not been made.
- F.1.3.5 It is expressly agreed that 'day' for the purposes of calculating annual leave and personal leave means 7.6 hours, and that no Employee is entitled to receive more



than 152 hours of annual leave per annum, or to accrue more than 76 hours of sick leave credit per annum.

- F.1.3.6 Annual leave and paid personal leave is debited as actual time lost.
- F.1.3.7 A deduction from wages is made equal to actual time lost for unauthorised absences from duty.
- F.1.3.8 Where an Employee is required to work on an RDO (and no mutually acceptable arrangements are made to take the time off at some future time), the Employee will be entitled to receive payment in respect of that RDO at a rate of time and a half.
- F.1.3.9 Any disagreement or dispute arising out of the application of this Clause will be resolved in accordance with the Dispute Resolution procedure contained in this Agreement.
- F.1.3.10 If an RDO falls on a public holiday the RDO will be moved to the next day or by mutual agreement

#### **F.1.4 Work Breaks (Paid and Unpaid)**

- F.1.4.1 Morning Tea (Paid break)
  - Employees are allowed a 15-minute morning tea break which is counted as time worked.
- F.1.4.2 Meal Break (Unpaid break)
  - No Employee is required to work for more than five (5) hours without taking an unpaid meal break of at least 30 minutes. The provision of this subclause applies in respect of ordinary hours, overtime and weekend work performed.

## **F.2 OVERTIME**

### **F.2.1 Ordinary Overtime (Monday to Friday excluding RDO)**

- F.2.1.1 All time worked in excess of the ordinary hours of work as agreed/negotiated by Council (as established under clause F.1) is paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- F.2.1.2 In computing overtime, each day stands alone.

### **F.2.2 Saturday Overtime (Previously Advised)**

- F.2.2.1 Morning
  - The normal overtime rates shown above in clause F.2.1 apply for Saturday morning overtime;
- F.2.2.2 Afternoon
  - Overtime performed on Saturday after 12 noon is paid at the rate of double time
- F.2.2.3 Minimum Period of Payment
  - Employees are entitled to a minimum payment of three (3) hours applies at the appropriate overtime rate of pay.

### **F.2.3 Sunday Overtime (Previously Advised or Call-Outs)**

All overtime worked on a Sunday is paid for at the rate of double time.

Employees are entitled to a minimum payment of three (3) hours for Sunday call-outs or overtime.

### **F.2.4 Call-outs**

#### **F.2.4.1 Monday to Friday (Including weekday RDO)**

F.2.4.1.1 An Employee recalled to work after the expiration of the Employee's working time for the day and after leaving work for the day will be paid for a minimum of four (4) hours work at one and a half times the ordinary prescribed rate for each time so recalled.

F.2.4.1.2 Provided that the Employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary rate prescribed thereafter.

#### **F.2.4.2 Saturdays / Grace Days**

An Employee called out to work on a Saturday/Grace Day will be paid for a minimum of three (3) hours work calculated at one and a half times the ordinary prescribed rate for each time so called out. Provided that the Employee, if required to work for two (2) hours or more, will be paid for a minimum of four (4) hours work calculated at one and a half times the ordinary prescribed rate for the first three (3) hours and at double the ordinary prescribed rate thereafter.

#### **F.2.4.3 Overlapping Call-outs**

Each call-out stands alone provided however that where an Employee is notified of a subsequent call-out prior to returning to his or her place of residence (after performing the first call-out), the total time taken will be treated as a single call-out.

#### **F.2.4.3 Public holidays refer to D.3**

## **F.3 OVERTIME/MEALS ASSOCIATED WITH WORK BREAKS**

**F.3.1** Unless the period of overtime is less than one and a half hours, an Employee, before starting overtime after working ordinary hours, is allowed a paid meal break of 20 minutes (paid at ordinary rates).

**F.3.2** Council and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that Council is not required to make payment in respect of any time allowed in excess of 20 minutes.

**F.3.3** An Employee who is required to work (rather than an Employee who has chosen to do so of their own accord) during any portion of a recognised meal break will be paid at the appropriate overtime rate until released for the full period of the Employee's meal break.

- F.3.4** An Employee working overtime is allowed a crib time of 20 minutes without deduction of pay after each four (4) hours of overtime worked if the Employee continues work after such crib time.
- F.3.5** An Employee required to work overtime in excess of one and a half hours after working ordinary hours will be paid by Council an amount prescribed in Clause F.6 of this Agreement to meet the cost of a meal or, at the option of Council, will be provided by Council with an adequate and suitable meal.

## **F.4 LEADERSHIP ALLOWANCE**

- F.4.1 Leadership 1** - Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups consisting of no more than six (6) employees at the 'work face'. An employee appointed in a leadership role may be classified Grade 3 or 4 and will receive 5% additional loading on their classification grade for the time appointed in the leadership role.
- F.4.2 Leadership 2** - Requires skills in coordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups consisting of more than six (6) employees at the 'work face'. An employee appointed as a leadership role may be classified Grade 5 or 6 and will receive 10% additional loading on their classification grade for the time appointed in the leadership role.
- F.4.3** Leadership Allowance to be paid on all hours worked whilst undertaking the leadership role

## **F.5 WEEKEND WORK IN ORDINARY TIME**

The following weekend penalties will apply to Employees who work part of their ordinary hours over the weekend.

**F.5.1** Saturday morning

A 25% (time and a quarter) loading for the time worked prior to 12 noon.

**F.5.2** Saturday afternoon

A 50% (time and a half) loading for the time worked after 12 noon.

**F.5.3** Sunday work

A 100% (double time) loading for time worked.

## **F.6 SPECIAL RATES AND ALLOWANCE**

- F.6.1** Special rates and allowances contained in the Local Government Employees Award for operating different machinery or performing certain duties have been absorbed under this Agreement.
- F.6.2** The only additional payments which shall be made for work related expenses as prescribed by Schedule 3.

## **F.7 MIXED FUNCTIONS**

- F.7.1** An Employee engaged for two (2) hours or more on any one (1) day on duties carrying a higher rate than their ordinary classification will be paid the higher rate for such day. If for less

than two (2) hours on any one (1) day, the higher rate for the time so worked is paid.

**F.7.2** Where an Employee is predominantly engaged in the relief of regular short term absences such as personal leave, RDOs and annual leave, and such relief is a regular and constant feature of the Employee's position (for an accumulated period of 1500 hours in a 12 month period to be calculated from July to June in any year), then the Employee will be reclassified to that level. This Clause shall only apply to Employees relieving at Grade 4 level and below.

**F.7.3** Where an Employee acts in a position of higher level (not being a relieving situation such as personal leave), the following arrangements will apply:

**F.7.3.1** Where the work is specific and of limited nature, Council and Employee will agree on the overall period of acting.

**F.7.3.2** Where the period is unknown, Council and Employee will review the acting arrangements after four (4) months with a view to either confirming the classification or agreeing on the continuation of the higher duties and the time frames regarding the performance of such work.

**F.7.4** The acting arrangements will be made in writing and shall include the period of acting or date of review.

**F.7.4.1** Where an Employee acts in a position of higher level for an accumulated period of six (6) months within a 12 month period, the period of approved leave taken shall be paid at the higher rate, provided that such leave is actually taken within the period of acting.

**F.7.4.2** Where higher duties become a constant feature of the Employee's substantive position (for an accumulated period of 600 hours in a 12 month period) then the Employee will be reclassified to that level.

**F.7.4.3** An Employee acting or relieving in a position of higher grade shall be entitled to be paid with Clause D.6.

## **F.8 STAND DOWN OF EMPLOYEES**

**F.8.1** Council is not liable to pay an Employee for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery, failure of power, shortage of material, a strike or any cause for which Council cannot reasonably be held responsible.

**F.8.2** Provided that, where an Employee, on any day, reports for duty without having received notice of such stoppage before leaving home to proceed to work, the Employee will be paid in respect of that day not less than two (2) hours pay. Such notice may be given either personally or by written notice left at the Employee's last known place of abode.

## **F.9 OPERATION FROM DESIGNATED DEPOTS**

**F.9.1** The parties recognise that, for the purposes of operational effectiveness, it is necessary to maintain and, at different

times, operate from either of the existing works depots located within Council district.

F.9.1.1 The principal works depot is located at Kingscote and the sub depot is situated at Penneshaw, approximately 60kms apart.

F.9.1.2 For the purposes of commencing work, the Employee is required to report to the designated works depot. However, other works depots may be used as a starting place for the commencement of work at the discretion of Council.

**F.9.2** Where Employees are required by their supervisor to start work at the usual time at another works depot to meet the seasonal work cycles, special projects, peak work periods (including needs for maintenance grading and road construction), the following conditions shall apply:-

F.9.2.1 Where Council provides a vehicle, the Employee shall travel the extra distance involved in Council's time.

F.9.2.2 Where the Employee is required to use his/her own vehicle, the Employee is entitled to:

F.9.2.3 Mileage reimbursement for the extra mileage incurred (both to and from the depot) as prescribed in Schedule 3 ; and

F.9.2.4 Travel the extra distance involved one way in his/her own time and one way in Council's time.

**F.9.3** Where Council proposes to change an Employee's permanent depot, Council and the Employee shall negotiate suitable arrangements prior to such change of permanent depot. Any dispute concerning these arrangements shall be dealt with in accordance with the Dispute Resolution procedure under Clause B.9 of this Agreement.

**F.9.4** Car pooling arrangements shall be encouraged where two or more Employees from one location are required to work at another depot or work site. These arrangements shall be agreed between the Employees concerned and shall extend to include an Employee(s) who may reasonably be collected along the way.

## **F.10 FLEXIBLE WORKING ARRANGEMENTS - START ON SITE**

**F.10.1** The parties recognise that significant productivity improvements may be achieved by Employees starting on work site rather than at Council's works depot(s). This arrangement may vary according to program or project logistics.

**F.10.2** Starting work on site at usual time includes being provided with a Council vehicle for commuting purposes and payment for any additional travelling time in accordance with clause F.11 this Agreement.

**F.10.3** The work groups will be consulted in relation to the proposals to commence work on job sites.

## **F.11 TRAVELLING, TRANSPORT AND FARES**

### **F.11.1 Travel outside normal hours**

F.11.1.1 An Employee required by Council to report to their normal departmental depot or workshop or other permanent starting point prior to proceeding to the work site is paid at their ordinary rate, for all time outside normal working hours reasonably spent in travelling from the departmental depot or workshop or permanent starting point to and from the job.

### **F.11.2 Returning plant outside normal hours**

F.11.1.2 An Employee returning a vehicle or plant to a depot outside normal working hours, under the direction of Council, shall be paid overtime.

## **F.12 GRACE DAYS**

Every full-time permanent Employee (excluding casual Employees) shall be allowed three (3) paid days off each year, in addition to statutory Public Holidays leave entitlements.

F.12.1.1 Part time employees, if rostered to work on the days between Christmas and New Year, will be entitled to payment for the usual number of hours worked.

F.12.1.2 The days referred to above shall be taken between Christmas Day and New Years Day, except by mutual agreement between Council and relevant Employee(s).

F.12.1.3 In the event that these days are not taken between Christmas Day and New Year's Day, they shall be taken at some other mutually agreed time prior to 30 June of the following year in each year of the Agreement.

## **F.13 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

Employees will be provided uniforms and personal protective clothing and equipment required to protect the health, safety and well-being of employees and as described in the Council's Dress Code and Uniform Policy and in accordance with Council's Policies and Procedures.

## **F.14 CLASSIFICATION CRITERIA**

The Council and **Employees** are committed to developing classification criteria that provides a structure that enhances **employee** development and enables multi-skilling that generates advancement in career pathways and ultimately higher classification.

## **SECTION G – CONDITIONS OF EMPLOYMENT – INDOOR STAFF**

### **G.1 HOURS OF WORK**

G.1.1 The ordinary hours of work shall be 152 hours to be worked over nineteen days of a four-week period between the hours of 6:00am to 7:00pm Monday to Friday.

- G.1.1.1 The Airport staff work a five day week and are rostered to work regular weekends therefore work a 76hr fortnight without an RDO.
- G.1.1.2 The normal daily working hours of employees shall be eight hours, to be worked between 8.30am to 5.15pm with 45 minutes for lunch to be taken between the hours of 12 noon and 2.00pm.
- G.1.1.3 There shall be allowed a paid rest period or tea break of ten minutes duration during the morning and afternoon of each working day. Where adequate tea/coffee making facilities are available the break shall be taken at the employee's normal work station at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.

**G.1.2** By mutual agreement, and to take account of specific circumstances such as seasonal work cycles or peak work periods, or the needs of employees, the normal working day may be altered to allow employees to:

- G.1.2.1 Alter the starting and finishing time per day or lunch break provided that the standard day is worked between the hours of 6:00am to 7:00pm on Monday to Friday without attracting penalty rates.
- G.1.2.2 Increase or decrease the number of normal hours worked in one day without attracting penalty rates provided that the hours per day shall not exceed 9 hours, or five hours per week in excess of the standard working week, and shall be worked between the hours of 6:00am to 7:00pm
- G.1.2.3 Excluded from the provisions of this clause are RDOs, Saturdays, Sundays and Public Holidays that will be paid at the appropriate Penalty Rates. The rates in regards to Call Outs are also unaffected by the provisions of this Clause.
- G.1.2.4 The provisions of this sub-clause shall not apply to those persons covered by specific industrial agreements, or those persons who regularly exercise direct control over other employees.
- G.1.2.5 Where an employee works additional time in accordance with this clause, such time shall be taken off at a mutually convenient time, provided that such leave must be granted and taken within three months of the date of accrual. If, because of organisational constraints, time off cannot be taken within the three months, accrued time shall be paid at time and a half. Provided however, an employer may direct their employee to take time accrued within three months of that time of the leave falling due. Upon request by an employee, and in circumstances where it is considered that the employee will be unable to take off the accrued time within the three month period, the Chief Executive Officer may approve the payment of the overtime at the completion of the current

pay period. This payment is to be paid at the rate of pay applying at the time the payment is made.

- G.1.2.6 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.
- G.1.2.7 The parties recognise that special arrangements may be required to ensure a safe working environment when working outside of normal hours and the parties agree to take appropriate action to ensure the safety of employees in such circumstances.

## **G.2 CLASSIFICATION**

- G.2.1** 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.
- G.2.2** In classifying an employee, an employer shall observe the procedure contained in Schedule 2 of this Agreement to apply the appropriate salary level. On initial appointment, an employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- G.2.3** Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Board of Reference constituted under this Agreement or the South Australian Industrial Relations Commission provided that such application is made whilst the employee is in the employment of the employer.
- G.2.4** 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 above.
- G.2.5** Where an employee is reclassified, it shall be done on a 'point-to-point' basis; i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

## **G.3 PENALTY RATES ON ORDINARY TIME**

- G.3.1** Employees who as part of their ordinary hours of duty regularly perform work prior to 6:00am to 7:00pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- G.3.2** Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.



**G.3.3** Employees working on public holidays as part of their ordinary hours may elect to receive either:

G.3.3.1 150% in addition to their ordinary time rate of pay; or

G.3.3.2 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.

G.3.3.3 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two consecutive days off during the period Monday to Friday which shall be mutually agreed between the parties.

G.3.3.4 The penalty provisions of this subclause will not apply to supervisory staff

G.3.3.5 All time worked in excess of ordinary hours in any one day or exceeding an average 38 hours per week shall be paid at the appropriate overtime rate.

G.3.3.6 These provisions are not intended to alter or affect flexitime or rostered hour arrangements.

## **G.4 OVERTIME**

**G.4.1** 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 Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.

**G.4.2** All time worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three hours and double time thereafter.

**G.4.3** All time worked on a Sunday or afternoon on Saturday shall be paid for at double time.

**G.4.4** All time worked on a public holiday shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three hours work at the appropriate overtime rate.

**G.4.5** 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.

**G.4.6** 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.

**G.4.7** Any employee shall attend meetings of the Council by which he/she is employed, 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.

## **G.5 CALL OUT**

- G.5.1** 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.
- G.5.2** Where the employee is being paid an availability allowance, a minimum of two hours' work, at the appropriate overtime rate, will be paid for each time he/she is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two or three hours, as the case may be, if the job he/she was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime when the actual time worked is less than three hours on such recall or on each of such recalls.
- G.5.3** 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.

## **G.6 PRODUCTIVITY/GRACE DAYS**

- G.6.1** All permanent employees (excluding casuals) employed under this Agreement shall be allowed three days off each year in addition to statutory Public Holidays and leave entitlements. Part time employees, if rostered to work on those days between Christmas and New Year will be entitled to payment for the usual number of hours rostered to work.
- G.6.2** These days shall be taken between Christmas Day and New Year's Day except by mutual agreement between the employer and the relevant employee(s). In the event that productivity days are not taken between Christmas Day and New Year's Day they will be taken at a mutually agreed time but no later than 30 June following.

## **G.7 CORPORATE UNIFORM**

### **G.7.1 Entitlement Criteria to the Uniform Package:**

- G.7.1.1** Full time employees are entitled to the full uniform package; maximum of \$451 for a 12 month period. Commencing on 1<sup>st</sup> July each year and conclude 30<sup>th</sup> June the following year.
- G.7.1.2** Contract (temporary) staff employed for a period of 6 or more months are entitled to the full Uniform Package.
- G.7.1.3** Part-time Staff who work 3 days or 22.8 hours per week, or more, are entitled to a full Uniform Package,
- G.7.1.4** Part-time staff working less than 3 days per week or 22.8 hours will be entitled to a pro-rata of the Uniform Package.
- G.7.1.5** New employees are eligible after successful completion of probationary period.

- G.7.1.6 All corporate uniforms must be selected from Councils preferred supplier at the time.
- G.7.1.7 Any amount of the annual allowance not spent in a given year shall be available to the employee in the subsequent year, in addition to the employee's entitlement for that year, to a maximum of 2 years. The allowance will be based on the financial year.
- G.7.1.8 Council shall retain payroll deductions if required by the employee to assist with the purchase of Corporate Uniforms, with full payment of any purchase to be made within sixteen weeks.
- G.7.1.9 Employees shall wear the corporate uniform except in exceptional circumstances. Refer to Council's Dress Code and Uniform Policy.

## **G.8 PART TIME EMPLOYEES**

- G.8.1** All existing part-time employees shall be offered additional hours whenever practicable to do so, subject to the suitability of the part-time employees, before any new employees or casual employees are engaged.

## **G.9 ADDITIONAL ANNUAL LEAVE**

Employees, who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.

## **G.10 ALLOWANCES**

### **G.10.1 First aid allowance**

- G.10.1.1 Where an employer requires an employee to hold and act upon a first aid certificate an allowance as prescribed by Schedule 3 shall be paid in respect of each such week that the employee is required to act upon such certificate.
- G.10.1.2 The payment shall be paid to casual and regular part-time employees on a pro-rata basis.
- G.10.1.3 Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.
- G.10.1.4 Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

### **G.10.2 Health Surveyors allowance**

A Health Surveyor classified Level 4, 4th increment and below who possesses qualifications which enables him/her to be an authorised employee under the Food Act 1985 shall be paid an amount prescribed by Schedule 3 in addition to his/her

ordinary salary that shall be regarded as part of the total salary for all purposes of the Award.

### **G.10.3 Meal breaks and meal allowance**

- G.10.3.1 An employee required to work overtime for more than one hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- G.10.3.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
  - G.10.3.2.1 after three hours of continuous work if that period includes a recognised meal hour; or
  - G.10.3.2.2 after four hours of continuous work in any other case; and
  - G.10.3.2.3 to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.
- G.10.3.3 When an employee is entitled to a meal break as provided by this clause and such employee is unable to return to his or her home for a meal, a meal allowance as prescribed by Schedule 3 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- G.10.3.4 Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal an allowance as prescribed by Schedule 3 shall be paid.

### **G.10.4 Motor car allowance**

- G.10.4.1 Where an employee is required by the employer to take his/her vehicle to his/her headquarters for official use on that day the employee shall be entitled to payment in accordance for the trip from his/her home to his/her headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between his/her home and his/her headquarters is more than 24 km.
- G.10.4.2 Where an employee is directed to use his/her motor car on or in connection with the business of Council, he/she shall be paid an allowance calculated at one of the rates set out in Schedule 3.
- G.10.4.3 Where an employee is directed to use his/her motor cycle on or in connection with the business of the

employer, he/she shall be paid an allowance as prescribed by Schedule 3.

**G.10.5 Travelling expenses**

All approved and authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the employer.

## **SECTION H – INDUSTRIAL MATTERS**

### **H.1 PAYROLL DEDUCTIONS**

Upon request of an individual employee, the employer agrees to deduct from the employee's wages the prescribed amount from the appropriate Union for Union membership fees and submit those fees to the relevant Union on a monthly basis.

### **H.2 TRADE UNION TRAINING**

The employer shall release an elected or appointed Union representative / delegate to attend Trade Union Training for a maximum of five days without loss of pay in any calendar year per individual provided that no more than 30 days in total has been accessed by employees for this type of leave.

### **H.3 LOCAL GOVERNMENT STEERING COMMITTEE**

**H.3.1** One duly elected job representative of a Council who is appointed a member of the Union Local Steering Committee will be given 2 hours leave with pay to attend Local Government Steering Committee Meetings provided that:

H.3.1.1 the meetings are held on a set day each month;

H.3.1.2 the 2 hours leave allowed is at the end of the days working time

H.3.1.3 the 2 hours leave includes travelling time

H.3.1.4 where a job representative is unable to attend the meeting the Union shall inform the Council in writing of the name of the job representative attend in his/her place

**H.3.2** Country representatives, i.e. outside the area defined as the metropolitan area by the State Planning Act, are allowed to accumulate time off to a maximum of one working day provided that such leave will be taken in accordance with the following:

H.3.2.1 that seven days' notice of intention to attend a Steering Committee meeting is given to the employer;

H.3.2.2 leave taken is necessary to cover travelling time to the meeting;

H.3.2.3 the secretary of the Union will notify the Council of the attendance of the representative at the meeting if required.

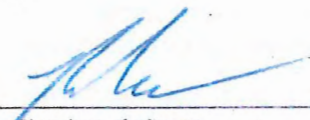
## SIGNATORIES

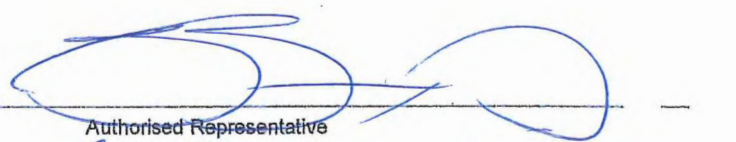
This AGREEMENT is made at Kingscote

**THE COMMON SEAL** of **KANGAROO ISLAND COUNCIL** was affirmed in the presence of:

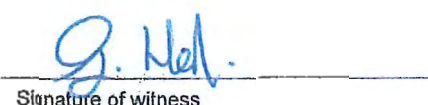
  
Signature of CHIEF EXECUTIVE OFFICER  
G. GEORGIOPOULOS  
Name of CHIEF EXECUTIVE OFFICER (print)

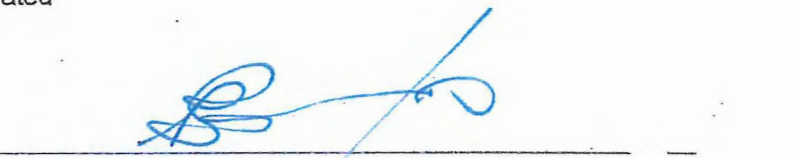
**Signed** by a representative of the **KANGAROO ISLAND COUNCIL EMPLOYEES** in the presence of:

  
Signature of witness  
Paul Simpson  
Name of witness (print)


  
Authorised Representative  
GREG GEORGIOPOULOS CEO KICOUNCIL  
Name of Authorised Representative (print)

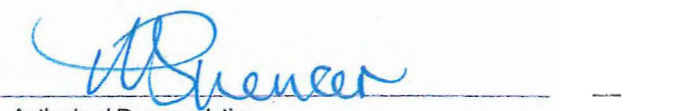
**Signed** by a representative of the Amalgamated AWU (S.A.) State Union in the presence of:

  
Signature of witness  
Gary Henderson  
Name of witness (print)

  
Authorised Representative  
PETER LAMPS STATE UNION SECRETARY  
Name of Authorised Representative (print)

**Signed** by a representative of the **AUSTRALIAN SERVICES UNION** in the presence of

  
Signature of witness  
ELLA WATEKS  
Name of witness (print)

  
Authorised Representative  
Abbie Spencer, Branch Secretary  
Name of Authorised Representative (print)

# SCHEDULE 1 - SALARY AND WAGE RATES

## SECTION F EMPLOYEES

WCC to be supplied with updated wage scale first week of July each year

Effective from first full pay period after 1/07/2021			
Classification	Hourly	Weekly	Annually
Grade 1	\$29.31	\$1113.86	\$57,920
Grade 2	\$30.57	\$1161.79	\$60,413
Grade 3	\$32.18	\$1222.71	\$63,581
Grade 4	\$32.92	\$1250.81	\$65,042
Grade 5	\$33.70	\$1280.63	\$66,593
Grade 6	\$35.30	\$1341.26	\$69,746
Grade 7	\$39.42	\$1497.99	\$77,895
Grade 8	\$40.87	\$1553.20	\$80,766



## SECTION G EMPLOYEES

WCC to be supplied with updated wage scale first week of July each year

Effective from first full pay period after 1/07/2021				
Classification		Hourly	Weekly	Annually
Level 1	1st Increment	\$28.25	\$1073.32	\$55,812.78
	2nd Increment	\$28.92	\$1098.86	\$57,140.97
	3rd Increment	\$29.86	\$1134.67	\$59,002.72
	4th Increment	\$30.87	\$1172.99	\$60,995.73
	5th Increment	\$31.88	\$1211.35	\$62,990.16
	6th Increment	\$32.88	\$1249.59	\$64,978.88
Level 2	1st Increment	\$33.91	\$1288.41	\$66,997.56
	2nd Increment	\$34.91	\$1326.71	\$68,989.14
	3rd Increment	\$35.92	\$1365.07	\$70,983.57
	4th Increment	\$36.93	\$1403.48	\$72,980.86
Level 3	1st Increment	\$37.94	\$1441.72	\$74,969.58
	2nd Increment	\$38.95	\$1479.97	\$76,958.30
	3rd Increment	\$39.96	\$1518.35	\$78,954.16
	4th Increment	\$40.97	\$1556.73	\$80,950.02
Level 4	1st Increment	\$41.97	\$1594.98	\$82,938.74
	2nd Increment	\$42.98	\$1633.22	\$84,927.47
	3rd Increment	\$43.99	\$1671.66	\$86,926.18
	4th Increment	\$45.00	\$1710.01	\$88,920.61
Level 5	1st Increment	\$46.01	\$1748.31	\$90,912.19
	2nd Increment	\$47.01	\$1786.56	\$92,900.91
	3rd Increment	\$48.02	\$1824.88	\$94,893.91
Level 6 SO	1st Increment	\$49.70	\$1888.81	\$98,217.97
	2nd Increment	\$51.39	\$1952.70	\$101,540.59
Level 1	3rd Increment	\$53.07	\$2016.57	\$104,861.79
Level 7 SO	1st Increment	\$54.75	\$2080.36	\$108,178.71
	2nd Increment	\$56.43	\$2144.26	\$111,501.33
Level 2	3rd Increment	\$58.11	\$2208.13	\$114,822.53
	1st Increment	\$60.13	\$2284.78	\$118,808.54
Level 8 SO	2nd Increment	\$62.14	\$2361.35	\$122,790.26
	3rd Increment	\$64.16	\$2438.06	\$126,779.12
Level 3	1st Increment	\$65.69	\$2496.17	\$129,800.73
	2nd Increment	\$68.07	\$2586.79	\$134,512.89
SO Level 4	1st Increment	\$71.05	\$2700.07	\$140,403.45
	2nd Increment	\$73.11	\$2778.23	\$144,467.93

## SCHEDULE 2 - CLASSIFICATION STRUCTURE CRITERIA

### SECTION F EMPLOYEES - SUBSTANTIVE CRITERIA

	Work Activity/Description	Plant Operation	Driving
<b>GRADE 1</b>	<ul style="list-style-type: none"> <li>• Junior rates</li> <li>• Trainee rates (other than apprentice)</li> <li>• Cleaner</li> <li>• Unskilled gardening tasks</li> <li>• General labouring tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Hand operated e.g. mowers, whipper-snipper, edging, concrete mixing</li> </ul>	<ul style="list-style-type: none"> <li>• Class C Vehicles</li> <li>• Up to Class LR Vehicles</li> </ul>
<b>GRADE 2</b>	<ul style="list-style-type: none"> <li>• Skilled gardening/reserve tasks e.g. various spraying, pruning, planting, transplanting, landscaping, construction of paths, pergolas, etc.</li> <li>• Skilled worker (construction/maintenance)</li> <li>• Storeperson</li> <li>• Experienced chainperson</li> <li>• Bitumen worker</li> <li>• Drivers assistant (garbage collection)</li> <li>• Transfer Station Attendant</li> <li>• General handyperson</li> </ul>	<ul style="list-style-type: none"> <li>• Chainsaw</li> <li>• Ride-on-mowers</li> <li>• Gang mowers</li> <li>• Tractor with attachments</li> <li>• Forklift</li> <li>• Rotary Hoe</li> <li>• Loader (Bob Cat)</li> <li>• Handheld motorised plant including rollers, Rammers, tampers, jackhammers and the like</li> <li>• Gardening appliances, plant and equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Up to Class MR Vehicles</li> </ul>
<b>GRADE 3</b>	<ul style="list-style-type: none"> <li>• Tradesperson (or equivalent)</li> <li>• Irrigation mechanic</li> <li>• Senior store person</li> <li>• Concrete finisher</li> <li>• Brick/paver laying</li> <li>• Community Wastewater Systems</li> <li>• Mechanic</li> <li>• Curator (cemetery)</li> <li>• Supervising up to 3 staff and contractors</li> </ul>	<ul style="list-style-type: none"> <li>• Back-hoe</li> <li>• Roller</li> <li>• Loader 914 or equivalent</li> <li>• Elevated platform (working at heights/powerlines/cutting/ lopping )</li> <li>• Tractor and Rock Crusher</li> </ul>	<ul style="list-style-type: none"> <li>• Up to Class HR Vehicles</li> </ul>

	<ul style="list-style-type: none"> <li>Transfer Station Attendant (once Certificate in Waste Management achieved)</li> </ul>		
<b>GRADE 4</b>	<ul style="list-style-type: none"> <li>Senior Tradesperson</li> <li>Registered sanitary plumber</li> <li>Specialist weed unit operator</li> <li>Supervising up to 4 to 6 staff and contractors</li> </ul>	<ul style="list-style-type: none"> <li>Patrol Grader</li> <li>Weed Spray unit</li> <li>Loader (938)</li> <li>Dozer (K.I. Council)</li> </ul>	<ul style="list-style-type: none"> <li>Up to Class HC Vehicles</li> <li>Bitumen Sprayer Driver + Operator</li> </ul>
<b>GRADE 5</b>	<ul style="list-style-type: none"> <li>Leading Worker- supervising 7 to 12 staff and contractors</li> </ul>	<ul style="list-style-type: none"> <li>Excavator</li> <li>Resheeting Grader Operator meeting supervisor requirements</li> <li>Final trim Grader</li> </ul>	<ul style="list-style-type: none"> <li>Up to Class MC Vehicles</li> <li>Robotic arm collection vehicle</li> <li>B Double</li> </ul>
<b>GRADE 6</b>	<ul style="list-style-type: none"> <li>Team Leader</li> </ul>	<ul style="list-style-type: none"> <li>As required and by Certification</li> </ul>	<ul style="list-style-type: none"> <li>Any plant accredited in operation of.</li> </ul>
<b>GRADE 7</b>	<ul style="list-style-type: none"> <li>Senior Mechanic</li> </ul>	<ul style="list-style-type: none"> <li>As required and by Certification</li> </ul>	<ul style="list-style-type: none"> <li>Trucks &amp; Earthmoving Plant as required for Servicing &amp; Repairs</li> </ul>
<b>GRADE 8</b>	<ul style="list-style-type: none"> <li>Mechanic Team Leader</li> <li>Operations Support Coordinator</li> </ul>	<ul style="list-style-type: none"> <li>As required and by Certification</li> </ul>	<ul style="list-style-type: none"> <li>Trucks &amp; Earthmoving Plant as required for Servicing &amp; Repairs</li> <li>For employee(s) appointed by the employer to the position of Operations Support Coordinator, HT Class Truck Drivers Licence and Class C Drivers Licence.</li> </ul>

## SCHEDULE 2 - CLASSIFICATION STRUCTURE CRITERIA

### SECTION F EMPLOYEES - GUIDANCE CRITERIA

	Supervision	General Characteristics	Training/Qualifications
<b>GRADE 1</b>	<ul style="list-style-type: none"> <li>Supervision at this Grade is unlikely</li> </ul>	<ul style="list-style-type: none"> <li>Limited skills required to perform tasks</li> <li>Manual tasks</li> <li>Limited training required</li> <li>Works under direction</li> <li>Developing as team member</li> <li>Developing customer service skills</li> <li>WHS awareness</li> </ul>	Training Competencies <ul style="list-style-type: none"> <li>WHS</li> <li>Safe practices</li> <li>Manual Handling</li> <li>Specific work operations</li> </ul>
<b>GRADE 2</b>	<ul style="list-style-type: none"> <li>Supervision at this Grade is unlikely</li> <li>Employees may provide oversight and / or guidance to lesser experienced or skilled workers</li> </ul>	<ul style="list-style-type: none"> <li>Experienced and skilled in the safe operation of plant and equipment required in the normal course of duty</li> <li>Multi-skilled worker</li> <li>Relevant operational training including WHS</li> <li>Works effectively as a team member</li> <li>Capable of effectively working alone with minimal direction</li> <li>Sound customer service skills</li> <li>Understands organisation culture</li> <li>Promotes Council image</li> </ul>	<ul style="list-style-type: none"> <li>Certificate III</li> </ul> Training Competencies <ul style="list-style-type: none"> <li>WHS</li> <li>Safe practices</li> <li>Manual Handling</li> <li>Specific work operations</li> </ul>
<b>GRADE 3</b>	<ul style="list-style-type: none"> <li>Employees may provide oversight and/or guidance to lesser experienced or skilled workers</li> <li>Employees may be directly responsible for the supervision and direction of other workers</li> <li>Those supervised would normally be within a single operational function e.g. construction, horticulture, trades etc. on site</li> </ul>	<ul style="list-style-type: none"> <li>All lower Grade characteristics</li> <li>Trades level knowledge, skill and workmanship</li> <li>May provide advice and support to supervisors/coordinators</li> <li>Train and oversee apprentices and trainees</li> <li>Provide assistance to lower grade employees</li> </ul>	<ul style="list-style-type: none"> <li>Trades Certificate</li> <li>Certificate III</li> </ul> Training Competencies <ul style="list-style-type: none"> <li>WHS</li> <li>Safe practices</li> </ul>

	<ul style="list-style-type: none"> <li>The number of supervised employees is unlikely to exceed 3</li> </ul>	<ul style="list-style-type: none"> <li>Customer service skills are good</li> <li>High value team member</li> <li>Reliable to set priorities and effectively carry out own work program</li> </ul>	<ul style="list-style-type: none"> <li>Manual Handling</li> <li>Specific work operations</li> <li>Traffic Control Devices</li> </ul>
<b>GRADE 4</b>	<ul style="list-style-type: none"> <li>Employees may provide oversight and/or guidance to lesser experienced or skilled workers</li> <li>Employees may be directly responsible for the supervision and direction of other workers</li> <li>Those supervised <u>may</u> normally be within a trade based operational function e.g. Civil construction, Horticulture, Building trades etc. on site</li> <li>The number of supervised employees is unlikely to exceed 6</li> </ul>	<ul style="list-style-type: none"> <li>All lower grade characteristics</li> <li>Experienced high level performance</li> <li>High value team member</li> <li>Reliable to set priorities and effectively carry out own work program</li> <li>All lower Grade characteristics</li> <li>High level of skills and performance using heavy plant and equipment</li> <li>High level competence and overall ability</li> <li>High level customer service</li> </ul>	<ul style="list-style-type: none"> <li>Trades Certificate</li> <li>Certificate III</li> </ul> <p>Training Competencies</p> <ul style="list-style-type: none"> <li>WHS</li> <li>Safe practices</li> <li>Manual Handling</li> <li>Specific work operations</li> <li>Basic first line management</li> <li>Traffic Control Devices</li> </ul>
<b>GRADE 5</b>	<ul style="list-style-type: none"> <li>Substantial supervisory responsibilities</li> <li>May involve multi-operational requirements</li> <li>May involve project based operations</li> <li>May involve the supervision of contract work</li> <li>The number of supervised employees is unlikely to exceed 12</li> <li>Employees who can supervise and report works activity, and are engaged in training to improve team leading skills</li> </ul>	<ul style="list-style-type: none"> <li>All lower Grade characteristics</li> <li>Discretionary Grade having regard to organisational requirements and personal employee characteristics</li> <li>May provide assistance to senior officers in planning and strategic matters</li> <li>May produce reports and recommendations as an adjunct to functional role</li> <li>Capable of participating with management and make effective contribution</li> <li>Project supervision and special tasks involving initiative/complexity</li> </ul>	<ul style="list-style-type: none"> <li>Supervision / management training or courses</li> <li>Local Government Supervisors Certification or similar parallel industry equivalent</li> </ul>
<b>GRADE 6</b>	<ul style="list-style-type: none"> <li>All lower Grade features</li> <li>High level supervisory and leadership skills</li> </ul>	<ul style="list-style-type: none"> <li>Discretionary Grade having regard to organisational requirements and personal employee characteristics</li> </ul>	<ul style="list-style-type: none"> <li>Advanced / Specialist training</li> <li>Certificate IV in Civil Construction or similar</li> </ul>

			<ul style="list-style-type: none"> <li>Plant &amp; Vehicle Management base certification</li> </ul>
<b>GRADE 7</b>	<ul style="list-style-type: none"> <li>Manage all workshop activities and supervise junior mechanics</li> </ul>	<ul style="list-style-type: none"> <li>All types of mechanical work; dealing with staff, contractors &amp; suppliers</li> </ul>	<ul style="list-style-type: none"> <li>Trade and Post Trade Certification</li> <li>Regular updates to skills</li> </ul>
<b>GRADE 8</b>	<ul style="list-style-type: none"> <li>High Level Mechanical skills and Workshop Management</li> <li>For the employee(s) appointed by the employer to the position of Operations Support Coordinator, the supervision of Work Group activities – front line management of staff and resources involved in the construction of road and other infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>All types of mechanical work; dealing with staff, contractors &amp; suppliers</li> <li>For the employee(s) appointed by the Employer to the position of Operations Support Coordinator, to undertake the scheduling of maintenance and construction of works, allocation of resources and supervision of maintenance and construction (supervision of Work Group activities)</li> </ul>	<ul style="list-style-type: none"> <li>Trade and Post Trade Certification</li> <li>Regular updates to skills</li> <li>For employee(s) appointed by the employer to the position of Operations Support Coordinator: <ul style="list-style-type: none"> <li>Appropriate plant accreditation</li> <li>Certificate IV in Civil Construction or similar</li> <li>Advanced/specialist training as required</li> <li>Regular updates to skills</li> </ul> </li> </ul>

## SECTION G EMPLOYEES - GUIDANCE CRITERIA

### GENERAL OFFICERS CLASSIFICATION CRITERIA 1 - GENERAL FEATURES LEVELS 1A TO 3

Characteristic	Level 1A	Level 1	Level 2	Level 3
<b>Activities/ Functions</b>	Perform clearly defined routine activities in a support role in a child care centre.	Perform a range of clearly defined routine activities of 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 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.
<b>Complexity of task Level of autonomy</b>	Application of basic skills and techniques in a support role in a child care centre.  Work outcomes will need to be closely monitored.  Works under close direction with instruction and assistance always available.  Works under direct supervision.	Practical application of basic skills and techniques.  Work outcomes are closely monitored, clearly defined and readily attainable.  Works under close direction with instruction and assistance always available.  Works under direct supervision.	Application of acquired skills, knowledge and an under-standing of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.  Work outcomes are monitored, clearly defined  Works under regular direction with assistance being readily available.  Works under regular supervision.  Graduates receive instruction  Community Services Graduates initially appointed to the top of this level work under direct supervision.	Application of procedures, methods and guidelines which are well established.  May set outcome/ objectives for specific projects.  Works under general direction with assistance available from senior officers  Works under general supervision.  Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work
<b>Initiative And Judgement</b>	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures; however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.	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.
<b>Problem Solving</b>	Assistance available when problems occur.	Solutions to problems  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.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
<b>Provision of advice/ support/ Assistance</b>			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.

Characteristic	Level 1A	Level 1	Level 2	Level 3
Time Management and Organisational Skills		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:- -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.



## LEVELS 4 TO 8

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
<b>Activities/ Functions</b>	Perform a wide range of activities, associated with program activities, or service 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.
<b>Complexity of task Level of autonomy</b>	Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.	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.	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.	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.	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.
<b>Complexity of task Level of autonomy</b>	Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Required to set specific performance outcomes and further develop work methods.	Sets outcomes for the work area of responsibility to achieve objectives of the department/ council.	Set outcomes for the work area/section/ function.	Identification of current/future options and the development of strategies to achieve outcomes.
<b>Complexity of task Level of autonomy</b>	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.

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
<b>Initiative And Judgement</b>	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 council, including 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.
<b>Problem Solving</b>	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.
<b>Provision of advice/ support/Assistance</b>	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:-  -a consultancy service  -specialist financial, technical, professional and /or administrative advice on policy including operational.  -manage/administer complex policy.
<b>Time Management &amp; Organisational Skills</b>	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.

## GENERAL OFFICERS CLASSIFICATION CRITERIA 2 - GENERAL RESPONSIBILITIES LEVELS 1A TO 3

Characteristic	Level 1A	Level 1	Level 2	Level 3
General responsibilities	*See a support role i a Child care centre.	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> <li>-supervision of other staff is not a feature at this level; however experienced officers may have a technical oversight of a minor works activity.</li> </ul>	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> <li>-performing tasks of a sensitive nature including the provision of more than routine information.</li> <li>-understanding of clear by complex rules.</li> <li>-oversight and/or guidance of the work of a limited number of lower classified officers concerning established procedures.</li> </ul>	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> <li>-establishing goals, objectives and outcomes for their own particular work program.</li> <li>-undertaking some complex operational work.</li> <li>-supervision.</li> <li>-dealing with formal disciplinary issues within the work area</li> <li>-utilising a basic knowledge of the principles of human resource management.</li> <li>-assisting subordinate staff with on-the-job training.</li> </ul>

## LEVELS 4 TO 8

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
<b>General responsibilities</b>	Officers at this level have responsibilities which will/may include:-	Officers at this level have responsibilities which will/ may include:-	Officers at this level have responsibilities which will/may include:-	Officers at this level have responsibilities which will/may include:-	Officers at this level have responsibilities which will/may include:-
	<ul style="list-style-type: none"> <li>-duties of a specialised nature requiring the development of expertise over time or previous knowledge</li> <li>-providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems</li> <li>-a substantial component of supervision or provide specialist expertise</li> <li>-supervision of various functions within a work area or projects</li> <li>-supervision of contractors.</li> </ul>	<ul style="list-style-type: none"> <li>-involvement in establishing section/department programs and procedures</li> <li>-responsibility for a moderately complex project</li> <li>-a minor phase of a broader or more complex professional assignment</li> <li>-specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer</li> <li>-control of projects and/or programs</li> <li>-assisting in the preparation/prepare department or section budgets</li> <li>-supervision of section or in the case of small council, a department</li> <li>-supervision of contractors</li> <li>-setting priorities and monitor workflows in areas of responsibility department</li> <li>-setting outcomes for subordinate officers</li> <li>-work may span more than one discipline.</li> </ul>	<ul style="list-style-type: none"> <li>-significant projects and/or functions</li> <li>-a range of duties within the work area, including problem definition, planning and the exercise of judgement</li> <li>-management of significant projects and/or works programs and/or functions</li> <li>-assisting with/prepare budgets</li> <li>-control and co- ordination of a work area within budgetary constraints</li> <li>-supervision/management responsibilities exercised within a multi-disciplinary, or major single function /operation or work area</li> <li>-implementation of effective control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation</li> <li>-appreciation of the long term goals of council.</li> </ul> <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<ul style="list-style-type: none"> <li>-responsibility for a significant work area</li> <li>-development of work practices and procedures for various project</li> <li>-development and implementation of significant operational procedures</li> <li>-reviewing operations to determine effectiveness</li> <li>-develop appropriate methodology and apply proven techniques in providing specialised services</li> <li>-prepare budget submissions for senior officers and/or council</li> <li>-management/ supervision of staff is normally a feature at this level and establishing and monitoring work outcomes programs /projects/work areas being managed</li> <li>-good understanding of the long term goals of council</li> <li>-manage a works program or work area of council</li> <li>-undertake the control and co- ordination of a section, department and/or significant work area.</li> </ul> <p>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.</p>	<ul style="list-style-type: none"> <li>-involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives</li> <li>-undertaking work of significant scope and/or complexity</li> <li>-extensive projects/programs in accordance with department/ corporate goals</li> <li>-development, implementation and evaluation of goals</li> <li>-management of a work area of council at a higher level of ability</li> <li>-management of service delivery</li> <li>-management of a department/section or operate as a senior specialist</li> <li>-application of a high level of analytical skills to attain and satisfy implement and initiate change in area of responsibility.</li> </ul> <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

## GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – SPECIFIC RESPONSIBILITIES

### LEVELS 1A TO 3

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
Where 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 instructions 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.
Where the prime responsibility is in the works area		Arrange a minor works activity within established methods as part of the training process.	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 co-ordinating of the activities of officers and day-to-day operations.	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 the works program -planning and co-ordination of minor works.
Where prime responsibility is in libraries		Undertake routine library duties:- -routine shelving -issues and returns.	Provide para-professional support to qualified librarians:- -in charge of a library outlet or function within the library. -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
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 specific function within the centre.	Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.	Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.

## LEVELS 4 TO 8

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

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
<b>Where prime responsibility lies in a technical field:-</b>	Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:-	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/ processes/results -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. -Refer to general responsibilities.	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.

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
<b>Where the prime responsibility is in the works area</b>	<p>Assist senior officers with the establishment of work programs of a complex nature and could include:-</p> <ul style="list-style-type: none"> <li>-supervision of various functions in a work area/projects/part of total works program</li> <li>-responsibility for work groups or lead a team within a discipline related project or works program</li> <li>-responsibility for completion of assignments/standard and quality of work/ compliance with regulations, codes and specifications</li> <li>-responsibility for part of works program budget.</li> </ul>	<p>Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:-</p> <ul style="list-style-type: none"> <li>-operational responsibility for works programs</li> <li>-exercising judgement and initiative where procedures not clearly defined</li> <li>-establishing works programs in small councils.</li> </ul>	<p>Develop, supervise and implement significant works programs and /or a large outside workforce and/or contractors and could include:-</p> <ul style="list-style-type: none"> <li>-review of operations to determine their effectiveness</li> <li>-control and co-ordination of the works program within budgetary constraints.</li> </ul>	<p>Develop and implement significant works programs.</p>	<p>Establish, control and organise on-going plans and programs for department/ council and could include:-</p> <ul style="list-style-type: none"> <li>-administering complex policy and works program matters.</li> </ul>
<b>Where prime responsibility is in libraries</b>	<p>Carry out a variety of activities in the field of library services:-</p> <ul style="list-style-type: none"> <li>- utilise initiative/ judgement in the selection and application of established principles, techniques and methods.</li> </ul>				
<b>Where Prime Responsibility Is In A Recreation Complex (Aquatic Or Non Aquatic)</b>	<p>Manage a recreation complex (aquatic or non aquatic).</p>	<p>Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.</p>			

### GENERAL OFFICERS CLASSIFICATION CRITERIA 3 - SPECIFIC RESPONSIBILITIES LEVELS 1A TO 3

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
Where the prime responsibility 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.
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.
Where prime responsibility is in clerical/ Secretarial/ Administrative		Provide secretarial and administrative support and could include:-  -straight forward operation of keyboard equipment -basic word processing data input -basic numeracy, written and verbal communication skills, relevant to the work area -provision of routine information -general reception and telephonist duties -general stenographic duties.	Provide secretarial and/or administrative support and could include:-  -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 at a routine/basic level -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.	Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:-  -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 development, maintenance and implementation under direction of a senior officer -provide a service utilising the full functions of a desk top publisher



## LEVELS 4 TO 8

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

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
Where the prime responsibility is in the local animal and plant control board	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 the budgets.			
Where the prime responsibility is in a "professional" field	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 -exercise Professional judgement within prescribed areas.	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 4	Level 5	Level 6	Level 7	Level 8
<p>Where prime responsibility is in clerical/ Secretarial/ Administrative</p>	<p>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:-</p> <ul style="list-style-type: none"> <li>-identification of specific or desired performance outcomes</li> <li>-application of computer programming knowledge and skills in systems development, maintenance and implementation</li> <li>-undertake computer operations requiring technical expertise and experience.</li> </ul>	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> <li>-Exercise responsibility for a specialised area of council</li> <li>-provision of advice and assistance when non-standard procedures and processes are required</li> <li>-understanding of all areas of computer operation</li> <li>-undertake programming in specialist areas</li> <li>-exercise responsibility for a specialised area of councils computing operation</li> <li>-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, layout of publications/ displays.</li> </ul>	<p><i>Refer to general responsibilities</i></p>	<p><i>Refer to general responsibilities</i></p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/ activities and/or management of service delivery.</p>

## GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – SPECIFIC RESPONSIBILITIES

### LEVELS 1A TO 3

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
<b>Where prime responsibility is in child care</b>	<ul style="list-style-type: none"> <li>-Support role in a child care centre</li> <li>-Report observations of individual children/ groups for program planning purposes</li> <li>-If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups</li> <li>-Assist with daily routines and give each child individual attention/ comfort as required</li> <li>-Implement early child-hood program under supervision</li> <li>-Work in accordance with licensing requirements under the Act and ensure the health &amp; safety of the children in care.</li> </ul>	<ul style="list-style-type: none"> <li>-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</li> <li>-Liaise with parents</li> <li>-Under close direction</li> <li>-Undertake work with individual children with particular needs</li> <li>-Oversight and direction of Level 1A officers</li> </ul>	<ul style="list-style-type: none"> <li>-Accept responsibility for groups of children under and/or over two years of age</li> <li>-Co-ordinate activities of more than one group</li> <li>-Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director</li> <li>-Supervise lesser qualified workers</li> <li>-Assist with administrative functions</li> <li>-Supervise lesser qualified workers.</li> </ul>	<ul style="list-style-type: none"> <li>-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</li> <li>-Supervise qualified/ unqualified workers, plan and co-ordinate training programs.</li> </ul>
<b>Where prime responsibility is in environmental services</b>		<p>Enforce compliance with traffic by laws and regulations at an elementary level.</p>	<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>(Trainee level)</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"> <li>-administer the requirements of the planning Act</li> <li>-checking applications for compliance.</li> </ul> <p>Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies.</p> <ul style="list-style-type: none"> <li>-undertake basic health or building inspections.</li> </ul>

Characteristic	Level 1A	Level 1	Level 2	Level 3
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:-  -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.
Where prime responsibility is a fire prevention officer				Administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

### GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – SPECIFIC RESPONSIBILITIES

#### LEVELS 4 TO 8

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

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
Where prime responsibility is in child care	<p>Manage a child care centre of no more than 35 places And could include:-</p> <ul style="list-style-type: none"> <li>-Formulation and evaluation of annual budgets in liaison with committee</li> <li>-Develop, plan and supervise the implementation of educational developmental programs for children</li> <li>-Formulate and evaluate annual budgets in liaison with committee.</li> <li>-Staff recruitment.</li> </ul>	<p>Manage a child care centre of no more than 60 places And could include:-</p> <ul style="list-style-type: none"> <li>-Formulation and evaluation of annual budgets in liaison with committee</li> <li>-Develop, plan and supervise the implementation of educational and/or developmental programs for children</li> <li>-Formulate and evaluate annual budgets in liaison with committee</li> <li>-Staff recruitment.</li> </ul>			

Characteristic	Level 4	Level 5	Level 6	Level 7	Level 8
Where prime responsibility is in environmental services	<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-</p> <ul style="list-style-type: none"> <li>-compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc.</li> <li>-site inspection</li> <li>-advise on general planning procedures/ requirements and development/land division applications etc.</li> </ul> <p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	Undertake duties in the disciplines of building <u>and</u> health.	Supervision/ management responsibilities exercised within a multi-discipline.		
Where the prime responsibility is in community services	<p>Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:-</p> <ul style="list-style-type: none"> <li>-building or health applications including liaison with clients</li> <li>-plans, permits, applications, etc.</li> <li>-site inspection.</li> </ul> <p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	Plan, develop and operate a community service program of a moderately complex nature.			

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

Characteristic	Level 1A	Level 1	Level 2	Level 3
<b>Requirements of the job</b>	<ul style="list-style-type: none"> <li>-Developing knowledge of centre policy and practices</li> <li>-No formal qualifications required at this level</li> <li>-Certificate in community services (TAFE) or equivalent</li> <li>-It is desirable that officers are studying for an appropriate certificate</li> <li>-Sufficient knowledge and experience to perform duties at this level.</li> <li>-Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.</li> </ul>	<ul style="list-style-type: none"> <li>-A developing knowledge of the section/department function and operation</li> <li>-Basic knowledge of clerical/administrative practices and procedures relevant to the work area</li> <li>-A developing knowledge of work practices and policies of the relevant work area</li> <li>-Basic numeracy, keyboard, written and verbal communication skills relevant to the work area</li> <li>-No formal qualifications required at this level</li> <li>-At this level, employers are expected to offer substantial on-the-job training</li> <li>-It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training</li> <li>OR</li> <li>Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section</li> <li>-Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.</li> </ul>	<ul style="list-style-type: none"> <li>-Basic skills in oral and written communication with clients and other members of the public</li> <li>-Knowledge of established work practices and procedures relevant to the work area</li> <li>-Knowledge of policies and regulations relating to the work area</li> <li>-Understanding of clear but complex rules</li> <li>-Understanding of basic computing concepts</li> <li>-Application of techniques relevant to the work area</li> <li>-Developing knowledge of statutory requirements relevant to the work area</li> <li>-No formal qualifications required</li> <li>OR</li> <li>Entry point for three year degree/associate diploma/ appropriate certificate without experience</li> <li>OR</li> <li>Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required</li> <li>OR</li> <li>Appropriate on-the-job training and relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>-Thorough knowledge of work activities performed within the work area</li> <li>-Sound knowledge of procedural/operational methods of the work area</li> <li>-May utilise professional or specialised knowledge</li> <li>-Ability to apply computing concepts</li> <li>-Working knowledge of statutory requirements relevant to the work area</li> <li>-Entry level for four year degree in the relevant discipline</li> <li>OR</li> <li>Entry level for three year degree plus graduate diploma in the relevant discipline</li> <li>OR</li> <li>Associate diploma with experience</li> <li>OR</li> <li>Three year degree plus 1 year professional experience in the relevant discipline</li> <li>OR</li> <li>Appropriate certificate with relevant experience</li> <li>OR</li> <li>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</li> </ul>

Characteristic	Level 1A	Level 1	Level 2	Level 3
Progression	<p>-Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children's Services Act shall commence at the 3rd increment of the range.</p>	<p>-Completion of introduction to child care skills and accepted for the advanced certificate in child care.</p>	<p>Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate</p> <p>-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.</p> <p>-Graduates will advance to the 1st increment of level 3 after twelve month's satisfactory service</p>	<p>Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2</p> <p>-Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work.</p> <p>-Graduates shall advance to the 3rd increment after 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>

## LEVELS 4 TO 8

Level 4	Level 5	Level 6	Level 7	Level 8
<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 OR</p> <p>Associate diploma with relevant experience OR</p> <p>Lesser formal qualifications with substantial years of relevant experience OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p> <p>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.</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>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.</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>Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.</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 sufficient to perform the duties of the position.</p>



## SENIOR OFFICERS CLASSIFICATION CRITERIA - BANDS 1 & 2

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

	Band 1	Band 2
<b>Function</b>	<ul style="list-style-type: none"> <li>-Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations</li> <li>-Provide detailed administrative support to a particular program, activity or function</li> <li>-Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations.</li> </ul>	<ul style="list-style-type: none"> <li>-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.</li> <li>-Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas</li> <li>-Contribute to the development and implementation of corporate strategies or policy initiatives.</li> </ul>
<b>Advice</b>	<ul style="list-style-type: none"> <li>-Provide expertise and/or policy advice, including technical/professional advice, across a range of programs or activities undertaken by the organisation</li> <li>-Formulation of technical and/or policy advice on issues of significant importance to Council.</li> </ul>	<ul style="list-style-type: none"> <li>-Provide significant specialist advice on departmental programs or functions</li> <li>-Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field.</li> </ul>
<b>Skills, knowledge/ experience</b>	<ul style="list-style-type: none"> <li>-Extensive experience in the field related to the operation of the work area</li> <li>-Analytical and conceptual skills to resolve issues relevant to the work area</li> <li>-Awareness of organisational operations as they relate to policy</li> <li>-Detailed knowledge of financial program management techniques related to the work area</li> <li>-Management skills and abilities necessary to undertake the allocation and monitoring of resources</li> <li>-Sound human resource management skills.</li> </ul>	<ul style="list-style-type: none"> <li>-Ability to implement financial/program management techniques relevant to the work area</li> <li>-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</li> <li>-Sound human resource management skills</li> <li>-Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives.</li> </ul>
<b>Judgement</b>	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.
<b>Authority and accountability</b>	<ul style="list-style-type: none"> <li>-Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs</li> <li>-Positions at this level may have independence of action within the constraints of Council objectives or corporate goals.</li> </ul>	<ul style="list-style-type: none"> <li>-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</li> <li>-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</li> <li>-Accountable for the achievement of work area goals and objectives.</li> </ul>
<b>Organisational relationships</b>	<ul style="list-style-type: none"> <li>-Manage a team/small department</li> <li>-May be a specialist responsible for a major function which is of significant importance to Council</li> <li>-Report to a more senior officer or the CEO.</li> </ul>	<ul style="list-style-type: none"> <li>-Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department</li> <li>-Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area</li> <li>-Report to a more senior officer or the CEO.</li> </ul>

## SENIOR OFFICERS CLASSIFICATION CRITERIA - BANDS 3 & 4

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

Band 3	Band 4
<ul style="list-style-type: none"> <li>-Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department</li> <li>-Contribute to the development of corporate goals and program objectives which are of strategic importance to Council               <ul style="list-style-type: none"> <li>-Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>-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</li> <li>-Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities</li> <li>-Determine and revise associated strategic plans and objectives</li> <li>-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</li> <li>-Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole.</li> </ul>
<ul style="list-style-type: none"> <li>-Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole</li> <li>-Provide authoritative "technical" or policy advice to Directors, CEO and/or Council.</li> </ul>	<ul style="list-style-type: none"> <li>-Provide advice critical to the operation of Council.</li> <li>-Provide expert policy and strategic advice to the CEO and/or Council</li> <li>-Provide technical innovative and professional advice which would influence the work of a major function and/or the organisations operations.</li> </ul>
<ul style="list-style-type: none"> <li>-High level of management skills and abilities necessary to direct and monitor significant resources</li> <li>-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</li> <li>-The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area</li> <li>-Detailed knowledge in a range of different subject matters</li> <li>-Thorough knowledge and experience in a complex management and/or professional field.</li> </ul>	<ul style="list-style-type: none"> <li>-High levels of adaptability and flexibility</li> <li>-Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches</li> <li>-A high degree of originality and analytical and conceptual skills in the resolution of particularly complex "technical" or policy issues</li> <li>-The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements.</li> </ul>
<ul style="list-style-type: none"> <li>-Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results</li> <li>-Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans</li> <li>-Decisions will impact on such things as program activities or function allocations or commitment of resources</li> <li>-At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues.</li> </ul>	<ul style="list-style-type: none"> <li>-Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations</li> <li>-High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues</li> <li>-Devise innovative solutions to complex policy or operational problems where guidelines are lacking.</li> </ul>
<ul style="list-style-type: none"> <li>-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</li> <li>-Influence aspects of program or policy issues which have strategic importance</li> <li>-Responsibility and accountability for human, financial and technical resources under their control</li> <li>-Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible</li> <li>-Responsibility for developing policies.</li> </ul>	<ul style="list-style-type: none"> <li>-Broad guidance on policy and strategic direction</li> <li>-Major influence on problems or policy issues</li> <li>-Authority to determine resource needs and allocate resources and direct accountability for their effective uses</li> <li>-Work reviewed in relation to fulfilment of program objective, effect of advice given and effectiveness/efficiency of overall program.</li> </ul>

Band 3	Band 4
<ul style="list-style-type: none"> <li>-Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department</li> <li>-Contribute to the development of corporate goals and program objectives which are of strategic importance to Council               <ul style="list-style-type: none"> <li>-Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>-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</li> <li>-Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities</li> <li>-Determine and revise associated strategic plans and objectives</li> <li>-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</li> <li>-Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole.</li> </ul>
<ul style="list-style-type: none"> <li>-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.</li> <li>-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</li> <li>Direction over sub-ordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work area-</li> <li>May report direct to the CEO.</li> <li>-May report direct to the CEO.</li> </ul>	<ul style="list-style-type: none"> <li>-Operate with high degree of independence in the execution and adaptation of work plans</li> <li>-May exercise major delegated authority from Council or CEO.</li> <li>-Will report direct to CEO.</li> </ul>



## SCHEDULE 3 – ALLOWANCES

### CLAUSE F.5 SPECIAL RATES AND ALLOWANCE

Special rates and allowances contained in the Local Government Employees Award for operating different machinery or performing certain duties have been absorbed under this Agreement.

The only additional payments which shall be made for work related expenses as prescribed by Schedule 3.

	Section F	Section G
<b>Cleaning Public Lavatories</b>		
Per Toilet Block	\$0.90	N/A
Maximum per Week	\$13.10	
<b>First Aid Attendant Allowance</b>		
Per Week	\$11.70	\$11.70
<b>Duty Officer/Availability Allowance ( + CPI increase each year)</b>		
2021-2022 Monday to Friday, excluding RDOs per day	\$30.90	\$30.90
2021-2022 Saturday, Sunday, Public Holidays and RDO per day	\$49.53	\$49.53

**Tool Allowance**

Per Week	\$17.10	N/A
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**Overtime Meal Allowance**

(when working more than 1.5 hours Clause F3 Outside or 1 hour Clause G12.4 Inside overtime)

Per Meal	\$17.00	\$17.00
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**Away from Home Meal Allowance** (travel and transport costs to be covered by Council by way of use of Council vehicle, ferry fares, airfares and / or taxi fees, using the most economical method applicable.)

Breakfast (when not included with accommodation rate)	\$20.00	\$20.00
Lunch (when not included with training course / conference / seminar)	\$20.00	\$20.00
Dinner (when not included with training course / conference / seminar)	\$40.00	\$40.00
Health Surveyors (annum)	N/A	\$547.85
<b>Motor Car (4 cylinder or &lt;)</b>	\$0.78pk	\$0.78pk
<b>Motor Car (&gt;4 cylinder)</b>	\$0.93pk	\$0.93pk
<b>Motor Cycle</b>		\$0.35pk

#### **SCHEDULE 4 – VOLUNTARY SEPARATION PACKAGE**

Where Council and an Employee mutually agree that the Employee may access a Voluntary Separation Package in accordance with Clause B.3 of this Agreement, the VSP will be constituted as follows:

1. Thirteen weeks' notice, or payment in lieu of such period of notice;
2. Severance payment at a rate of three (3) weeks remuneration per full year of service for Council and 25% of one (1) week's remuneration per completed month of the remainder, to a maximum payment of 104 weeks remuneration;
3. A payment of up to 10% of annual salary for outplacement counselling/services and removal expenses to assist the Employee to find alternative employment. This payment to be made available on a reimbursement basis for a maximum period of 12 months from the date of separation or until the Employee obtains alternative employment, whichever is the sooner.
4. Pro-rata long service leave will be paid whether or not seven years' service with Council has been attained.

Where an Employee, who has formally accepted an offer of a VSP, dies before the date of resignation or before payment of the separation package, payment of the Employee's separation package will be made in the same manner as other outstanding payments (to the Employee's estate).

## SCHEDULE 5 – SUPPORTED WAGE SYSTEM

### Definitions

This Schedule defines the conditions which will apply to Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement.

In the context of this Schedule, the following definitions will apply:

1. "Supported Wage System" means the Commonwealth Government System to promote employment for people who cannot work at full wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
2. "Accredited Assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
3. "Disability Support Pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth) as amended from time to time, or any successor to that scheme.
4. "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

### Eligibility Criteria

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

(The Schedule does not apply to any existing Employee who has a claim against Council which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their current employment).

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

### Supported Wage Rates

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

Assessed Capacity as per subclause (d)	% of prescribed rate
10%*	10%
20%	20%
30%	30%



40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Note: The minimum amount payable shall be not less than \$45 per week.

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

### **Assessment of Capacity**

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

- I. Council and the AWU, in consultation with the Employee, or if desired by any of these
- II. Council and an accredited Assessor from a panel agreed by the parties to the Agreement and the Employee.

### **Lodgement of Assessment Instrument**

- I. All assessment instruments under the conditions of this Schedule, including the appropriate percentage of the wage to be paid to the Employee, shall be lodged by Council with the Registrar of the Australian Industrial Relations Commission.
- II. All assessment instruments shall be agreed and signed by the parties to the assessment, provided that, where a union is party of the Agreement, and is not a party to the assessment, it shall be referred by the Registrar to the Union by certified mail and shall take effect unless an objection is notified to the Registrar within 10 working days.

### **Review of Assessment**

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

### **Other terms and Conditions of Employment**

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

### **Workplace Adjustment**

If Council wishes to employ a person under the provisions of this Schedule, it shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.

### **Trial Period**

- I. In order for an adequate assessment of the Employee's capacity to be made, Council may employ a person under the provisions of this Schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.

- II. During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for continuing employment.
- III. The amount payable to the Employee during the trial period shall be \$45 per week or such greater amount as is agreed from time to time between the parties (taking into account the Department of Social Security income test free area for earnings) and inserted into this Agreement.
- IV. Work trials should include induction or training as appropriate to the job being trialled.
- V. Where Council and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d)

## **SCHEDULE 6 – TRAINING WAGE ARRANGEMENTS**

### **Clause S6.1 Title**

This Schedule shall be known as the Training Wage Arrangements Schedule.

### **Clause S6.2 Arrangement**

<b>Clause No.</b>	<b>Title</b>
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S6.1	Title
S6.2	Arrangement
S6.3	Application
S6.4	Period of operation
S6.5	Definitions
S6.6	Training conditions
S6.7	Employment conditions
S6.8	Wages
S6.9	Disputes settling procedures
S6.10	Dispute settlement over traineeship schemes
S6.11	Part-time traineeships
Sect. A	Allocation of Traineeships to Wage Levels
Sect. B	Traineeship Schemes excluded from this Agreement

### **Clause S6.3 Application**

#### **S6.3.1 This Schedule shall apply to persons:**

- I. who are undertaking a traineeship (as defined); and
- II. whose employment is, or otherwise would be, covered by the Agreement.

**S6.3.2** This Schedule does not apply to the apprenticeship system or any training programme, which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an Agreement as at 25 June 1997.

**S6.3.3** This Schedule only applies to AQF IV traineeships when the AQF III traineeship in the training package is listed in Section A. Further, this Schedule also does not apply to any certificate IV training qualification that is an extension of the competencies acquired under a certificate III qualification, which is excluded from this Schedule due to the operation of this clause S6.3.2.

**S6.3.4** At the conclusion of the traineeship, this Schedule ceases to apply to the employment of the trainee and the Agreement shall apply to the former trainee.

**S6.3.5** Nothing in this Schedule shall be taken to replace the prescription of training requirements in the Agreement.

### **Clause S6.4 Operation**

This Schedule shall operate from the approval of this Agreement

## **S6.5 Definitions**

- S6.5.1 Act** means the Training and Skills Development Act 2008 or any successor legislation.
- S6.5.2 Adult trainee** means for the purpose of this Schedule a trainee who would qualify for the highest wage rate in Wage Level A, B or C if covered by that wage level.
- S6.5.3 Approved training** means that training which is specified in the **Training Plan**, which is part of the **Training Agreement**, which is registered with the **T&SC**. It includes training undertaken both on and off-the-job in a **traineeship** and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a national **training package** or a **traineeship scheme** and leads to a qualification under the Australian Qualification Framework.
- S6.5.4 T&SC** means the Training and Skills Commission under the Act.
- S6.5.5 Agreement** means this Agreement.
- S6.5.6 Commission** means the South Australian Employment Tribunal.
- S6.5.7 Trainee** is an individual who is a signatory to a **Training Agreement** registered with the **T&SC** and is involved in paid work and structured training, which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the **traineeship** is directed.
- S6.5.8 Traineeship** means a system of training which has been approved by the **T&SC**, which meets the requirements of a national **training package** developed by a National Industry Training Advisory Board and endorsed by the National Training Quality Council, which leads to an Australian Qualifications Framework qualification specified by that national **training Package**, and includes full-time traineeships and part-time traineeships including school-based traineeships.
- S6.5.9 Training Agreement** means an agreement for a traineeship made between the employer and a trainee, which is registered with the **T&SC**.
- S6.5.10 Training package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualification endorsed for an industry or enterprise by the National Training Quality Council and placed on the National Training Information Service with the approval of Commonwealth and State Ministers responsible for vocational education and training.
- S6.5.11 Training Plan** means a programme of training which forms part of a Training Agreement registered with the **T&SC**.
- S6.5.12 Traineeship scheme** means an approved traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the **T&SC**.
- S6.5.13 Year 10** - for the purposes of this Schedule, any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

## **Clause S6.6 Training Conditions**

- S6.6.1** The trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the **T&SC** in accredited and relevant training schemes.
- S6.6.2** Employment as a trainee under this Schedule shall not commence until the relevant Training Agreement, made in accordance with a training scheme, has been signed by the employer and the trainee and lodged for registration with the **T&SC**, provided that if the Training Agreement is not in a standard format, employment as a trainee shall not commence until the Training Agreement has been registered with the **T&SC**. The employer shall ensure that the trainee is permitted to attend the training

course or program provided for in the Training Agreement and shall ensure that the trainee receives the appropriate on-the-job training.

**S6.6.3** The employer shall provide a level of supervision in accordance with the traineeship Agreement during the traineeship period.

**S6.6.4** The provisions of the Act dealing with the monitoring by officers of the T&SC and the use of training records or work books as part of this monitoring process shall apply to traineeships under this Schedule.

#### **Clause S6.7 Employment Conditions**

**S6.7.1** A full-time trainee shall be engaged for a maximum of one year's duration, except in respect of AQF III and AQF IV traineeships which may extend up to two years full-time, provided that a trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the T&SC, the Employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme. A part-time trainee shall be engaged in accordance with the provisions of Clause S6.11 Part-Time Traineeships, of this Schedule.

**S6.7.2** Where the trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement, then the traineeship may be concluded by mutual agreement.

**S6.7.3** Termination of employment of trainees is dealt with in the Training Agreement, or the Act. An employer initiating such action shall give written notice to the trainee at the time the action is commenced and to the T&SC in accordance with the Act.

**S6.7.4** The trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

**S6.7.5** Where the employment of a trainee by the employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of the Agreement or any other legislative entitlements.

#### **S6.7.6 Trainees working overtime**

S6.7.6.1 Reasonable overtime may be worked by the trainee provided that it does not affect the successful completion of the approved training.

S6.7.6.2 No trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Agreement.

S6.7.6.3 No trainee shall work shiftwork unless the shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.

S6.7.6.4 The trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by the Agreement, unless the Agreement makes specific provision for a trainee to be paid at a higher rate, or the employer and trainee agree in writing that a trainee will be paid at a higher rate, in which case the higher rate shall apply.

**S6.7.7** All other terms and conditions of the Agreement that are applicable to the trainee or would be applicable to the trainee but for this Schedule shall apply unless specifically varied by this Schedule.

**S6.7.8** A trainee who fails to either complete the traineeship, or who cannot for any reason be placed in full-time employment with the employer on successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions of the Agreement.

**Note:** It is not intended that existing employees shall be displaced from employment by trainees.

## Clause S6.8 Wages

**S6.8.1** The weekly wage payable to full-time trainees shall be provided in S6.8.4, S6.8.5 and S6.8.6 of this Schedule and in accordance with Clause S6.7 Employment Conditions.

**S6.8.2** These wage rates will only apply to trainees while they are undertaking an approved traineeship, which includes approved training as defined in this Schedule.

**S6.8.3** The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

**S6.8.4** Wage rate below as per local government employees award updated 1<sup>st</sup> July 2020

### S6.8.4 Wage Level A

Where the Accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level A.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%)*	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	456.00
Plus 1 year <i>out of school</i>	380.00	456.00	527.00
Plus 2 years <i>out of school</i>	456.00	527.00	616.00
Plus 3 years <i>out of school</i>	527.00	616.00	704.00
Plus 4 years <i>out of school</i>	616.00	704.00	
Plus 5 or more years	704.00		

### S6.8.5 Wage Level B

Where the Accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level B.

	<i>Highest year of schooling completed</i>		
	<i>Year 10</i>	<i>Year 11</i>	<i>Year 12</i>
	\$	\$	\$
School Leaver	272.00 (50%)*	339.00 (33%)	
	315.00 (33%)	380.00 (25%)	
	346.00	380.00	440.00
Plus 1 year <i>out of school</i>	380.00	440.00	508.00
Plus 2 years <i>out of school</i>	440.00	508.00	593.00
Plus 3 years <i>out of school</i>	508.00	593.00	677.00
Plus 4 years <i>out of school</i>	593.00	677.00	
Plus 5 or more years	677.00		

### S6.8.6 Wage Level C

Where the Accredited training course and work performed are for the purpose of generating skills, which have been defined for work at Wage Level C.

	<i>Highest year of schooling completed</i>		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	272.00 (50%)* 315.00 (33%) 346.00	339.00 (33%) 380.00 (25%) 380.00	440.00
Plus 1 year out of school	380.00	440.00	496.00
Plus 2 years out of school	440.00	496.00	555.00
Plus 3 years out of school	496.00	555.00	618.00
Plus 4 years out of school	555.00	618.00	
Plus 5 or more years	618.00		

### S6.8.7 School Based Traineeships

	<i>Year of Schooling</i>	
	Year 11 \$	Year 12 \$
School based <i>Traineeships</i> in Wage Levels A, B and C	246.00	380.00

\*Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training, which has been taken into account in setting the rate, is 20 per cent.

### S6.8.8 Wage rates for Certificate IV Traineeships

- S6.8.8.1 Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Wage Levels A, B or C as applicable with the addition of 3.8 per cent of that wage rate.
- S6.8.8.2 An Adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Wage Level	First year of Traineeship \$	Second year of Traineeship \$
Wage Level A	732.00	760.00
Wage Level B	703.00	731.00
Wage Level C	641.00	664.00

**S6.8.9** Where a person was employed by the employer under the Agreement immediately prior to becoming an Adult trainee with the employer, such person shall not suffer a reduction in the rate of pay by virtue of becoming a trainee.

**S6.8.10** Where a traineeship is converted from an AQF II to an AQF III traineeship, or from an AQF III to an AQF IV traineeship, the trainee shall move to the next higher rate provided in this Schedule, if a higher rate is provided for that new AQF level.

**S6.8.11** Section A sets out the Wage Level of a traineeship.

**S6.8.12** For the purposes of this provision, out of school shall refer only to periods out of school beyond Year 10, and shall be deemed to:

- S6.8.12.1 Include any period of schooling beyond Year 10, which was not part of nor contributed to a completed year of schooling;
- S6.8.12.2 Include any period during which a trainee repeats in whole or part of a year of schooling beyond Year 10;
- S6.8.12.3 Not include any period during a calendar year in which a year of schooling is completed; and
- S6.8.12.4 Have effect on an anniversary date being January 1 in each year.

**S6.8.13** Despite any other clause in this Schedule, trainees may not be employed under this Schedule under the traineeship schemes and in the areas of employment listed in Section B.

#### **Clause S6.9 Dispute Settling Procedures**

For matters not dealt with in accordance with the Act, the procedures to avoid industrial disputation contained in the Agreement will apply to trainees.

#### **Clause S6.10 Dispute Settlement Over Traineeship Schemes**

- S6.10.1 A party may initiate this procedure when that party wishes to argue that this Schedule should not provide for employment under a particular traineeship scheme despite the allocation of the scheme to a Wage Level by Section A.
- S6.10.2 The party shall:
  - S6.10.2.1 Notify the relevant parties of an intention to dispute the particular traineeship scheme, identifying the scheme.
  - S6.10.2.2 Request the parties with an interest in the scheme to meet with them at a mutually agreed location.
  - S6.10.2.3 If agreement cannot be reached the matter may be referred to the Commission for conciliation.
  - S6.10.2.4 If agreement is not reached during conciliation then an application may be made to include the traineeship scheme in Section B.

#### **Clause S6.11 Part-Time Traineeships**

- S6.11.1 This clause shall apply to trainees who undertake a traineeship on a part-time basis by working less than full-time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
  - S6.11.1.1 A part-time trainee (other than a school-based trainee) will be engaged to work for no less than a minimum average of 20 hours per week.
  - S6.11.1.2 A part-time school-based trainee may be engaged to work less hours than the minimum hours prescribed by this Schedule and the Agreement provided that the trainee remains enrolled in compulsory education.



## S6.11.2 Wages

S6.11.2.1 The tables set out below are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.

Table 1: Trainees who have left school (\$ per hour)

Highest year of schooling completed

### Wage Level A

	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.99
Plus 1 year out of school	12.48	14.99	17.35
Plus 2 years out of school	14.99	17.35	20.23
Plus 3 years out of school	17.35	20.23	23.16
Plus 4 years out of school	20.23	23.16	
Plus 5 or more years	23.16		

### Wage Level B

	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year out of school	12.48	14.45	16.70
Plus 2 years out of school	14.45	16.70	19.52
Plus 3 years out of school	16.70	19.52	22.27
Plus 4 years out of school	19.52	22.27	
Plus 5 or more years	22.27		

### Wage Level C

	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	11.39	12.48	14.45
Plus 1 year out of school	12.48	14.45	16.31
Plus 2 years out of school	14.45	16.31	18.23
Plus 3 years out of school	16.31	18.23	20.31
Plus 4 years out of school	18.23	20.31	
Plus 5 or more years	20.31		

Table 2: School based Traineeships (\$ per hour)

	Year 11	Year 12
	\$	\$
Wage Levels A, B and C	11.39	12.48
20% loading [S9.11.6.2]	13.67	14.98

Table 3: Wage rates for part-time Certificate IV Traineeships (\$ per hour):

Trainees undertaking a part-time AQF IV traineeship shall receive the relevant hourly rate for AQF III trainees at Wage Levels A, B or C as applicable under Table 1 or 2 with the addition of 3.8 per cent of that wage rate.

An adult trainee (as defined) who is undertaking a part-time traineeship for an AQF IV qualification shall receive the following hourly rate as applicable based on the allocation of AQF III qualifications:

Wage Level	First year of traineeship \$	Second year of traineeship \$
Wage Level A	24.05	24.96
Wage Level B	23.13	24.00
Wage Level C	21.08	21.90

**S6.11.3** The hours for which payment shall be made are determined as follows:

- S6.11.3.1 Where the approved training for a traineeship (including a school based traineeship) is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part-time trainee on-the-job.
  - S6.11.3.2 Where the approved training is undertaken solely on-the-job and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship), then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
  - S6.11.3.3 Where the approved training is partly on-the-job and partly off-the-job and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full-time traineeship), then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
- Note: As noted in clause S6.8, 20 per cent is the average proportion of time spent in approved training, which has been taken into account in setting the wage rates for most full-time traineeships.
- S6.11.3.4 Where a person was employed part-time by an employer under this Agreement immediately prior to becoming a part-time adult trainee with that employer, such person shall not suffer a reduction in the hourly rate of pay by virtue of becoming a trainee.
  - S6.11.3.5 Where the normal full-time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full-time hours.

**S6.11.4 General formula**

- S6.11.4.1 For traineeships not covered by S6.11.2.1, the following formula for calculation of wage rates shall apply:

The wage rate shall be pro-rata the full-time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula:

Full-time wage rate x Trainee hours - average weekly training time 30.4\*

\* Note: 30.4 in the above formula represents 38 ordinary full-time hours less the average training time for full-time trainees (i.e. 20%). A pro-rata adjustment will need to be made in the case where the Agreement specifies different ordinary full-time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (a) Full-time wage rate means the appropriate rate as set out in S6.8.4, S6.8.5, S6.8.6 and S6.8.7 of this Schedule.
- (b) Trainee hours shall be the hours worked per week including the time spent in approved training.
- (c) Average weekly training time is based upon the length of the traineeship specified in the traineeship Agreement or Training Agreement as follows:

7.6 X 12  
Length of the traineeship in months

Note 1: 7.6 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 38 per week. A pro-rata adjustment will need to be made in the case where the Agreement specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the Training Agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies. The parties also note that this would result in the equivalent of a full day's on the job work per week.

**S6.11.5            Example of the calculation for the wage rate for a part-time traineeship**

A school student commences a traineeship in year 11. The ordinary hours of work in the Agreement are 38. The Training Agreement specifies two years (24 months) as the length of the traineeship.

Average weekly training time is therefore  $7.6 \times 12/24 = 3.8$  hours.

Trainee hours totals 15 hours; these are made up of 11 hours work which is worked over two days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in year 11 is:

$$\$346 \times \frac{15 - 3.8}{30.4} = \$127.47 \text{ (plus any applicable penalty rates under the Agreement)}$$

The wage rate varies when the student completes year 11 and passes the anniversary date of 1 January the following year to begin year 12 and/or if trainee hours changes.

**S6.11.6            Employment conditions for all part-time trainees**

- S6.11.6.1    A part-time trainee shall receive, on a pro-rata basis, all employment conditions applicable to a full-time trainee. All the provisions of the Agreement shall apply to part-time trainees except as specified in this Schedule.
- S6.11.6.2    However, a trainee undertaking a school based traineeship may, with the agreement of the trainee, be paid an additional loading 20 per cent on all ordinary hours in lieu of annual leave, sick leave, personal leave and public holidays. Notwithstanding this, where a trainee is called upon to work on a public holiday the provisions of the Agreement shall apply.
- S6.11.6.3    A part-time trainee may, by agreement, transfer from a part-time to a full-time traineeship position should one become available.
- S6.11.6.4    The minimum engagement periods specified in the Agreement shall also be applicable to part-time trainees.

## Wage Level A

Allocation of Traineeships to Wage Levels Part A, New Training Package Titles  
Wage Levels that apply to Certificates under Training Packages Wage Level A  
(This Agreement does not apply to these traineeships where another Agreement already provides for the traineeship).

Training package	Certificate level
Administration	I II III
Assessment and Workplace Training	III
Business Services	I II III
Community Services	II III
Correctional Services	III
Financial Services	III
Floristry	III
Food Processing Industry	III
Hospitality Industry	III
Information Technology	II III
Local Government (Environmental Health & Regulation	II III
Local Government (Governance & Administration)	I II III
Local Government (Government)	II III
Museum and Library/Information Services	II III
National Public Services	II III
Public Services	I II III
Retail	III

## **Wage Level B**

(This Agreement does not apply to these traineeships where another Agreement already provides for the traineeship.)

### **Training package Certificate level**

<b>Training package</b>	<b>Certificate level</b>
Asset Maintenance	II III
Asset Security	I II III
Hospitality Industry	I II
National Community Recreation Industry	II III
National Fitness Industry	II III
National Outdoor Recreation Industry	II III
National Sport Industry	I II III
Public Safety	II
Printing and Graphic Arts	II
Retail	II

## **Wage Level C**

(This Agreement does not apply to these traineeships where another Agreement already provides for the traineeship.)

<b>Training package</b>	<b>Certificate level</b>
Agriculture	I II III
Horticulture	I II III