

# Orders



SOUTH  
AUSTRALIAN  
**EMPLOYMENT**  
**TRIBUNAL**

## Case Details

<b>Agreement title</b>	City of Norwood Payneham & St Peters Local Government Employees Enterprise Agreement No. 9, 2023 - 2026
<b>Employer</b>	The Corporation of the City of Norwood Payneham & St Peters
<b>Case number</b>	ET-24-00426

## Orders - Approval of Enterprise Agreement City of Norwood Payneham & St Peters Local Government Employees Enterprise Agreement No. 9, 2023 - 2026

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 1 November 2023 and have a nominal life extending for a period to 1 November 2026.

A handwritten signature in black ink, appearing to read 'D Story', is positioned above the Commissioner's name.

**Commissioner Story**

**07 Mar 2024**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



# **CITY OF NORWOOD PAYNEHAM & ST PETERS**

## **LOCAL GOVERNMENT EMPLOYEES ENTERPRISE AGREEMENT NO. 9, 2023 – 2026.**

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City of Norwood Payneham & St Peters  
175 The Parade, Norwood SA 5067

Telephone 8366 4555  
Email [townhall@npsp.sa.gov.au](mailto:townhall@npsp.sa.gov.au)  
Website [www.npsp.sa.gov.au](http://www.npsp.sa.gov.au)  
Socials [f /cityofnpsp](https://www.facebook.com/cityofnpsp) [@cityofnpsp](https://www.instagram.com/cityofnpsp)



City of  
Norwood  
Payneham  
& St Peters

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# **1. OPERATION OF THE AGREEMENT**

## **1.1 Title**

1.1.1 This Agreement shall be referred to as the *City of Norwood Payneham & St Peters Local Government Employees Enterprise Agreement No. 9, 2023 – 2026*.

## **1.2 Parties Bound**

1.2.1 This Agreement shall be binding upon:

1.2.1.1 The City of Norwood Payneham & St Peters and its staff members employed under the relevant Award.

1.2.1.2 The Amalgamated AWU (SA) State Union (AWU) and the members thereof.

## **1.3 Period of Operation**

1.3.1 This Agreement shall operate from the date of approval by the *South Australian Employment Tribunal* and remain in force until 1 November 2026.

1.3.2 Negotiations for a new Agreement shall commence six (6) months prior to the nominal expiry date of this Agreement.

## **1.4 Supersession of Agreements**

1.4.1 This Agreement supersedes the *Local Government Employees Enterprise Agreement No.8 2020 - 2023*.

## **1.5 Relationship to Parent Award**

1.5.1 This Agreement shall be read in conjunction with the *Local Government Employees Award* and to the extent of any inconsistency occurring, this Agreement will prevail.

## 1.6 Definitions

**"Agreement"** refers to the *City of Norwood Payneham & St Peters Local Government Employees Enterprise Agreement No. 9, 2023 – 2026*.

**"Award"** means the *Local Government Employees Award*.

**"Contestability"** means testing the services provided by the Council against the market at set intervals, in order to determine the efficiency and effectiveness of the service provided. If it is determined that an outside provider is able to provide a more efficient and effective service, members of staff will be given the opportunity to match the service. If this is not possible, the Council may put the service out to tender and contract.

**"Council"** refers to the City of Norwood Payneham & St Peters.

**"CPI"** means the Consumer Price Index (CPI) measures quarterly changes in the price of a 'basket' of goods and services which account for a high proportion of expenditure by the CPI population group (i.e. metropolitan households). This 'basket' covers a wide range of goods and services, such as food, alcohol, tobacco, housing, clothing, health, transportation, education etc.

**"General Manager"** means the General Manager, Infrastructure & Major Projects (or delegate), or as otherwise specified.

**"Manager"** means the Manager, City Services (or delegate), or as otherwise specified.

**"Parties"** refers to the AWU and the Corporation of the City of Norwood Payneham & St Peters.

**"Staff member / Employee / Member of staff / Staff"** means an employee of the Corporation of the City of Norwood Payneham & St Peters employed under the Award.

**"Work Teams"** means those members of staff / employees who are grouped together to undertake specific functions under the direction of a Leading Worker/Team Leader.

## 1.7 Aims of This Agreement

1.7.1 This Agreement builds upon previous Agreements and reinforces the shared commitment of the Council and its staff members to demonstrate and provide *"best value"* services through continuous improvement and work practices. To achieve this, the Council recognises that it must be agile and flexible in order to respond quickly and creatively to the community's needs and expectations.

1.7.2 The purpose of the Agreement is to enable the Council to achieve high standards in its outputs and best outcomes, through working together and in an environment and culture where staff are encouraged to contribute to the best of their ability and achieve satisfaction from the results. To this end, the Parties are committed to the implementation of continuous improvement across the organisation. The Parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially in respect to measurable productivity improvements.

1.7.3 The specific objectives of this Agreement are to:

1.7.3.1 facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices which facilitate agility, flexibility and enhanced delivery of services;

1.7.3.2 continuing the tradition of participation, working together, trust and shared commitment to the goals and policies of the Council and the achievement of sustainable productivity;

- 1.7.3.3 continued commitment to business planning, development of key performance indicators and implementation of continuous improvement initiatives;
  - 1.7.3.4 encourage a strong focus on satisfying internal and external service requirements; and
  - 1.7.3.5 promote the development of an organisational culture which values agility, flexibility, co-operation, trust and motivation.
- 1.7.4 The above objectives underpin a commitment to providing gains for the community, the Council and its staff.
- 1.7.5 The major focus of the organisation is to demonstrate to our Community that the Council provides “*best value*” for money and that the Council is achieving the best possible outcomes for the Community. All staff will work towards this goal through their continuous improvement strategies. Departments are required, through the leadership of the respective General Manager, to ensure suitable practices, documents and records, which demonstrate this commitment are developed, maintained, actioned and reported to the Executive Leadership Team. This is to ensure that all parties are aware of and deliver on set expectations and they are accountable, as both Departments and individuals, to the delivery of actions that supports “*best value*”, continuous improvement and high-quality outcomes and outputs for the community.

This may include, but is not limited to:

- review of key process and procedures;
- the project management framework and documents;
- business planning;
- the Council’s approved Performance and Professional Development program and individual action plans;
- the Organisational Strategy;
- annual reporting; and
- budget reporting.

## 1.8 Our Values

At the City of Norwood Payneham & St Peters, all staff are committed to improving the quality of services which are provided to the community. In order to ensure that we achieve this, we have embraced the Business Excellence Framework as a mechanism for implementing continuous improvement and as part of this we have adopted a set of Organisational Values and Community Well-Being Model.

The Organisational Values (which are summarised below) are integral to this Agreement.

The Organisational Values are a shared set of values to assist in guiding staff behaviour in terms of how we interact with each other and the Elected Members, as well as how we treat people in our community as part of our day-to-day operations and service delivery.





# Our Values Behaviour Statements

## Individual Behaviour

## Organisational Behaviour

### Our People

We are passionate, committed, empowered and accountable and we recognise the contribution of others.

### Our People

- I take responsibility for my own actions.
- I commit to being approachable, positive and contributing 100%.
- I am thoughtful, respectful and interested in others.

### Our People

- We engage with and have confidence in the ability of Our People.
- We appreciate differing work/life balance requirements.
- We encourage Our People to seek career-relevant opportunities for personal and professional development.

### Working Together

A positive team, we work collaboratively in an open, honest and transparent environment, supporting each other to get things done.

### Working Together

- I offer praise and encouragement to my peers.
- I pull my own weight and willingly contribute to share the load.
- I commit to listening and being open to new ideas.

### Working Together

- We are aware and respectful of individual skills, needs and abilities.
- We are committed to removing barriers and silos.
- Communication is a key element of effectively working together.

### Leadership

Leading by example, we all live our values, inspire each other and deliver clear and consistent direction.

### Leadership

- I am a role model and I demonstrate this in my daily behaviour.
- I make time for all others.
- I provide and am receptive to constructive feedback.

### Leadership

- We offer support and encouragement.
- We are consistent in our leadership and sustainable decision-making.
- Our expectations are reasonable and we provide clear direction.

### Excellence

We strive for excellence in everything we do and we encourage innovation and quality.

### Excellence

- I take pride and ownership in my work.
- I aim to be the best I can be.
- I am willing to go above and beyond.

### Excellence

- We recognise and celebrate high achievement and innovation.
- We are committed to the Australian Business Excellence Framework (ABEF).
- We seek and foster the best in Our People.

### Integrity

We demonstrate respect and honesty in everything we do and always act in the best interests of our citizens and our community.

### Integrity

- I am open, honest and reliable.
- I am respectful of others opinions.
- I am efficient, effective and outcome focused.

### Integrity

- We offer a safe and supportive working environment.
- We are open, honest and transparent in all our business endeavours.
- We are the role model for our community.

### Service

We seek to improve quality of life for our citizens and our community and we treat all stakeholders with respect.

### Service

- I understand and uphold the 'big picture' service of our organisation.
- I am empathetic and adaptable to customer needs.
- I am willing to assist wherever possible.

### Service

- We have the right people in the right jobs.
- We engage with our community to understand their needs.
- We are committed to best quality customer service.



City of  
Norwood  
Payneham  
& St Peters

## **2. COMMUNICATION AND DISPUTE RESOLUTION**

### **2.1 Agreement Review Committee (ARC)**

- 2.1.1 The Council and staff are committed to an ongoing consultative framework which will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be an Agreement Review Committee (ARC).
- 2.1.2 The ARC shall consist of:
  - 2.1.2.1 a management representative who will act as the Presiding Member, as appointed by the Chief Executive Officer (or delegate);
  - 2.1.2.2 up to two (2) other management representatives as determined by the Chief Executive Officer (or delegate);
  - 2.1.2.3 up to four (4) staff representatives who are covered by this Agreement, who will be elected by the staff; and
  - 2.1.2.4 a Union representative may be invited to attend the meeting by any member of the Committee.
- 2.1.3 All Committee Members will be supported and resourced in performing their role on the Agreement Review Committee.
- 2.1.4 The ARC will meet at least four (4) times per year or more frequently, as determined by the Presiding Member. Members of the ARC will be given reasonable opportunity to confer with staff to facilitate consultation during any decision making process.
- 2.1.5 A quorum for an ARC meeting shall consist of:
  - 2.1.5.1 a management representative who will act as the Presiding Member, as determined by the Chief Executive Officer (or delegate);
  - 2.1.5.2 up to one (1) other management representative, as determined by the Chief Executive Officer (or delegate); and
  - 2.1.5.3 a minimum of two (2) staff representatives, who are covered by this Agreement.
- 2.1.6 In the event that a quorum is not met, the meeting will be cancelled.
- 2.1.7 Administrative support will be provided for each ARC meeting.
- 2.1.8 The role of the ARC shall be to review and monitor the operation and implementation of this Agreement.
- 2.1.9 From the approval date of this Agreement, the ARC may operate as a joint forum with the Joint Consultative Committee (JCC), for all staff and their respective industrial instruments, when agreed to do so. To determine when joint operation between the two committees is agreed, a request will be placed to both the ARC and JCC by the management representatives and agreement by the majority of staff representatives will be required.

## **2.2 Dispute Resolution**

### **2.2.1 Staff Dispute Procedure**

- 2.2.1.1 The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement, a system to discuss and resolve all matters of grievance and disputes arising from the Agreement.
- 2.2.1.2 The parties agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved, if possible, at the workplace level.
- 2.2.1.3 During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions, except where grievance concerns a genuine risk to work health and safety.

#### **Stage One**

The staff member will contact the relevant supervisor in an attempt to discuss and settle the issue. Where appropriate, the supervisor will contact the staff member(s).

#### **Stage Two**

If the issue is not settled at Stage One, the staff member(s) will meet with the Team Leader, in an effort to discuss and resolve the grievance.

#### **Stage Three**

If the matter is not settled at Stage Two, the staff member(s) will meet with the relevant General Manager and the Chief Executive Officer (or delegate), in an effort to discuss and resolve the grievance.

#### **Stage Four**

If the matter is not settled at Stage Three, either the staff member(s) or the Council, may seek resolution through the South Australian Employment Tribunal for conciliation and/or arbitration.

- 2.2.1.4 Where practical, the process contained in Stages One, Two and Three, should be completed within seven (7) days of the issue being raised at Stage One, to ensure expedient resolution of the matter.
- 2.2.1.5 At any stage in the procedure, either party may involve a representative of their choice.
- 2.2.1.6 This procedure does not preclude ultimate access by either party to the *South Australian Employment Tribunal* for conciliation or arbitration purposes or access by a staff member to their industrial representative for any reason.

## 2.3 Disputes Arising from the Interpretation of this Agreement

- 2.3.1 Any dispute arising from the operation of this Agreement shall be dealt with through the following steps:
- (a) The ARC shall be notified of any dispute by the person(s) aggrieved, with a view to resolving the matter.
  - (b) If the matter is not resolved by the ARC, then either Party may refer the dispute to the South Australian Employment Tribunal for conciliation. If conciliation fails to resolve the dispute, either party may refer the matter for arbitration.
  - (c) The Parties will accept the outcome of the arbitration.
- 2.3.2 Nothing in this Clause shall prevent the aggrieved Party from raising matters directly with the Council's management.
- 2.3.3 At any stage in the above procedure, either Party may involve a representative of their choice.

## 2.4 Change Management

- 2.4.1 The parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both staff and the Council. For the purpose of this Agreement, "*significant change*" is deemed to include:
- 2.4.1.1 the modernisation and/or significant change to work operations and practices;
  - 2.4.1.2 implementation of new technology or procurement of significant plant or machinery;
  - 2.4.1.3 downsizing and redundant positions;
  - 2.4.1.4 changes to hours of work; and
  - 2.4.1.5 major changes to employment conditions.
- 2.4.2 Prior to the implementation of '*significant change*', the Council will consult with affected staff member(s) and if nominated, their chosen representatives and ensure that all relevant information concerning the proposed change is communicated to them as an integral part of this process.
- 2.4.3 There will be honest disclosure of all information appropriate and relevant to the proposed changes.
- 2.4.4 Where the changes are likely to have an adverse impact on staff, the parties will discuss the related issues in an effort to mitigate the effects of the change.
- 2.4.5 The General Manager, Manager and staff of the relevant work area and where necessary, the Office of the Chief Executive (or delegate), will be involved in the discussions.

### **3. WORKPLACE REPRESENTATIONS & UNION LEAVE TRAINING**

#### **3.1 Workplace Representation**

- 3.1.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, the Council shall recognise such a person as being accredited by the Union for the following purposes:
- 3.1.1.1 discussions with other Union members and members of staff or any matter pertaining to the work they perform or work related issues;
  - 3.1.1.2 discussions with duly accredited full-time officers of the Union on matters referred to above; and
  - 3.1.1.3 receiving of instructions from the Union regarding performance of Union duties.
- 3.1.2 For the purpose of carrying out the functions set out in sub-clause 3.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to the discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Council and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of the Council, matters raised by members affecting their management of the Council and matters raised by members affecting their employment at the Council. To assist the Union Workplace Representative to successfully fulfil the role, the Council shall communicate relevant matters affecting the work site to the Union Workplace Representative and will provide reasonable facilities to enable the Union Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or secure place to keep Union information.

#### **3.2 Union Leave Training**

- 3.2.1 Union Workplace Representatives shall be entitled to an aggregate maximum of five (5) days' per annum accredited to Trade Union Training, subject to the following conditions:
- 3.2.1.1 That not less than four (4) weeks' notice is given to the Council of the date of the course, or such lesser time as may be agreed;
  - 3.2.1.2 The nature of the training course and the agenda is provided to the Council;
  - 3.2.1.3 The Council is able to make adequate staffing arrangements during the period of such leave; and
  - 3.2.1.4 Leave taken pursuant to this Clause shall be counted as continuous service for all purposes under this Agreement and for the purpose of Long Service Leave entitlements.

## **4. EMPLOYMENT RELATIONS & SECURITY**

### **4.1 Job Security**

#### **4.1.1 Job Security**

- 4.1.1.1 There shall be no forced redundancies as a result of any change process, either internally or through arrangements with other Councils, during the life of this Agreement. Natural attrition, redeployment and voluntary separation shall be the only means of adjustment in those situations where positions are no longer required by the Council.
- 4.1.1.2 Where any change process results in a position no longer being required, then the staff member who holds that position may choose to pursue redeployment pursuant to Clause 4.1.2 herein, or a Voluntary Redundancy Package pursuant to Clause 4.1.3 herein.

#### **4.1.2 Redeployment of Council Staff Members**

- 4.1.2.1 The primary aim is to redeploy members of staff into a position of equal classification and status as their pre-deployment position.
- 4.1.2.2 If the redeployed position is deemed to be at a lower level, there will be maintenance of remuneration for a twelve (12) month period until such time as the remuneration from the redeployed position becomes equal to the former, which ever falls first. At that time, the remuneration will progress in line with the new classification.
- 4.1.2.3 Salary increments and increases that are applied during the life of this Agreement, will be calculated using the redeployed classification level as the reference point.
- 4.1.2.4 Within the three (3) month period of commencing the redeployed position, the Council must keep open the right of the redeployed member of staff to consider redundancy arrangements, as outlined below or for the Council and the member of staff to negotiate alternative redeployment.
- 4.1.2.5 The staff will, as a matter of priority, be provided with training to assist with the deployment into the new position.
- 4.1.2.6 For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant, the member of staff is entitled to a voluntary separation package under the terms detailed below.

#### **4.1.3 Voluntary Redundancy Package**

- 4.1.3.1 A staff member whose position has become redundant with the Council may choose a voluntary redundancy package consisting of the following:
  - (a) equivalent of three (3) months (13 weeks) remuneration, and;
  - (b) a redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in local government (or approved allied agencies), and 25% of one (1) week's remuneration per completed month of the remainder of the current year of employment, to a maximum payment of two (2) years remuneration, and;

- (c) a payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the member of staff to find alternative employment. This amount may be incorporated into the staff member's redundancy pay following negotiation between the staff member and the Council.

4.1.3.2 All of the above payments will be made upon the staff member leaving the employment of the Council.

4.1.3.3 Except for those positions that are declared redundant within the parameters of this Agreement, other voluntary separation packages will be at the discretion of the Council following negotiation between the staff member and the Council.

## **4.2 Continuous Improvement**

4.2.1 As a means of pursuing long term sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of continuous improvement across the organisation. This shared commitment may include the application of business and culture improvement frameworks and tools such as, but not limited to, the Australian Business Excellence Framework (ABEF), Human Synergistics and Emotional Intelligence.

4.2.2 Continuous Improvement describes an ongoing effort to improve products, services or processes, outputs and outcomes. These efforts may seek incremental improvement over time or breakthrough improvements all at once.

4.2.3 The shared commitment to continuous improvement will be based on an integrated approach to leadership and management, fostering a work culture of analysis, innovation and improvement and developing and valuing staff capabilities, skills, resourcefulness and creativity to change and improve the organisation. In the pursuit of continuous improvement, all staff will act in an ethically, socially and environmentally responsible manner.

4.2.4 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:

4.2.4.1 staff feedback;

4.2.4.2 citizen feedback;

4.2.4.3 management feedback;

4.2.4.4 Corporate Plans;

4.2.4.5 Business Plans;

4.2.4.6 outcomes of audits; and

4.2.4.7 regulatory requirements.

4.2.5 The Parties commit themselves to an ongoing process of continuous improvement and view performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the customers, staff and the Council in improving the quality of service.

4.2.6 Continuous improvement is a long-term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.



### **4.3 Part-time & Casual Employees**

- 4.3.1 A staff member employed on less than full-time hours, but a minimum of twenty (20) hours per week, may be engaged as a permanent part-time employee, following negotiation with the employer and a part-time position being available. Where a part-time employee agrees, they may work up to thirty-eight (38) hours per week within the normal span of hours without attracting overtime. The structure of the daily working hours will be determined in accordance with Clause 6.1 – Hours of Work. All work performed in excess of thirty-eight (38) hours per week, will be paid at the appropriate overtime rate and work performed outside of the normal span of hours will attract appropriate penalty rates. The staff member shall be given a minimum of twenty-four (24) hours' notice, unless by mutual agreement, where there is a requirement to work additional hours.
- 4.3.2 Where the part-time staff member is requested to work more time during a day on which they are on duty, they shall be engaged for no less than one hour.
- 4.3.3 Where the part-time staff member is required to work an additional day on which they would not normally work, they shall be engaged for no less than one full working day.
- 4.3.4 Part-time staff members are paid for the hours worked and hence are not entitled to Rostered-Days-Off. Normal Award conditions will apply on a pro-rata basis.

### **4.4 Fixed-term Contracts**

- 4.4.1 The Council is committed to maximizing permanent employment. Fixed-term contracts will not be used where work performed is of an ongoing nature.
- 4.4.2 The Council may only offer fixed-term employment contracts on the following grounds:
  - 4.4.2.1 for a specific project of defined duration;
  - 4.4.2.2 for a new position created or a position that is being reviewed, to where it is considered that the long-term requirements for the position are uncertain and the candidate agrees to employment for a fixed term;
  - 4.4.2.3 for a position which is funded from an external body;
  - 4.4.2.4 for a position that requires a particular skill set, where the skill set is not a permanent requirement for the role (i.e. the development of a system or framework which, when completed, may require a different skill set to implement, evaluate and monitor the system or framework);
  - 4.4.2.5 for a Cadetship or Traineeship position within the organisation; or
  - 4.4.2.6 to replace a staff member who is on extended leave greater than three (3) months.
- 4.4.3 A fixed term contract offered by the Council will contain the following terms:
  - 4.4.3.1 the term of the contract shall be for no less than three (3) months and no greater than five (5) years duration;
  - 4.4.3.2 the incumbent may terminate the contract by giving the employer a minimum of four (4) weeks' notice;
  - 4.4.3.3 for contracts with a duration of two (2) years or greater, the Council shall give the incumbent three (3) months' notice of its intention not to renew the contract and the grounds on which that decision was made.



- 4.4.4 If Management resolves to continue with the project or external body, then the incumbent shall have the same rights as permanent member of staff (internally) to apply for the position via the recruitment and selection process.
- 4.4.5 Any person offered a fixed term contract will be given the opportunity to seek advice from their industrial representative, on the terms of the contract.
- 4.4.6 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.

## **5. PAY RELATED MATTERS**

### **5.1 Payment of Wages**

- 5.1.1 The Council will pay staff by direct transfer into a bank or other recognised financial institution of the staff members' choice.
- 5.1.2 The Council will keep adequate time and payment records in accordance with its obligations under the Act.

### **5.2 Recovery of Monies by Council**

- 5.2.1 The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to members of staff.
- 5.2.2 If the Council becomes aware of an error that has resulted in the overpayment of a staff member's wages or entitlement, the Council will write to the staff member to indicate the amount of overpayment, how and why it occurred and when the Council requires the repayment of the overpaid amount.
- 5.2.3 In most circumstances, the Council will require repayment to be made within ninety (90) days of giving written notice to the staff member affected by the error. However, the Council may, at the absolute discretion of the Chief Executive Officer (or delegate), allow the repayment to be made within a longer timeframe or in instalments following discussions with the affected staff member.
- 5.2.4 If the staff member disputes the fact and/or quantum of overpayment, the staff member must utilise the procedure set out in Clause 2.2 Dispute Resolution. If this occurs, once the dispute is settled, the Council will require repayment to be made within ninety (90) days of providing a further written notice to the staff member.
- 5.2.5 When a staff member resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the staff member's final pay or recover the overpayment as a debt from the staff member.

## **6. WORKING ARRANGMENTS**

### **6.1 Hours of Work**

6.1.1 This Clause is designed to provide agility and competitive flexibility in work practices (including hours of work) to meet the demands of peak and non-peak work or seasonal cycles and community demands including weather related events or other emergency events.

6.1.2 To this end, the parties to this Agreement undertake that no member of staff will unreasonably withhold their agreement to work flexible hours under this Clause. Any dispute resulting from the operation or implementation of this Clause will be dealt with under the *Dispute Resolution* procedure of this Agreement.

#### **6.1.3 Spread of Hours**

The spread of ordinary hours of work for staff members shall be between the hours of 5:00am to 7:00pm Monday to Friday, inclusive. The typical workday will be performed between the hours of 7:00am to 4:00pm, this may be altered on a temporary basis (i.e during the summer months) or to accommodate operational requirements. This does not prevent the application of Clause 6.7 – Inclement Weather or the Council's Inclement Weather Policy.

#### **6.1.4 Aggregate Hours**

A staff member shall aggregate 1,976 ordinary hours over fifty-two (52) consecutive weeks taking into account all forms of approved Leave.

#### **6.1.5 Hours Bank**

The parties agree to adhere to their respective obligations with respect to the banking of hours to facilitate the operations of the *Inclement Weather Policy*.

### **6.2 Rostered-Days-Off (RDO)**

6.2.1 The objective of this Clause is to define the conditions under which, by working extra time over nine (9) days in a two (2) week period, full-time staff make up sufficient time to take the tenth (10<sup>th</sup>) day off without alteration to pay or staff levels.

6.2.2 Rostered-Days-Off shall be taken at a time approved by the General Manager, Manager or relevant Works Coordinator, to ensure that sufficient staff are available at all times to carry out duties without the need to engage additional staff.

6.2.3 A roster for Rostered-Days-Off is to be prepared twelve (12) months in advance by the General Manager, Manager or relevant Works Coordinator, and the scheduling of twenty-six (26) Rostered-Days-Off during the year agreed with staff.

6.2.4 The General Manager, Manager or relevant Works Coordinator, can approve the deferral of a Rostered-Day-Off in a particular period, if the staff member cannot be spared at that time. In such cases, the Rostered-Day-Off shall, in consultation with the staff member, be taken at a later date.

6.2.5 A staff member may defer the taking of a scheduled Rostered-Day-Off with the agreement of the Manager or relevant Works Coordinator. A Rostered-Day-Off which is deferred, must be taken at an alternative time which is mutually convenient to the staff member and the Manager and within two (2) weeks, (that is, within the same pay cycle of the original scheduled date for the Rostered-Day-Off).

- 6.2.6 The Manager can approve alternative arrangements associated with the taking and deferring of a Rostered-Day-Off for staff who can demonstrate extenuating circumstances, if altering the Roster-Day-Off does not adversely impact on operational requirements or other staff and the combined amount of accrued Roster-Days-Off and TOIL does not exceed thirty-eight (38) hours. In the event that alternative arrangements associated with the taking and deferring of a Rostered-Day-Off are made with a staff member, the Manager, will put the agreed arrangements in writing to the staff member and keep a record of the arrangements made on the relevant personnel file.
- 6.2.7 Rostered-Days-Off are deferred and taken at the Rostered– Day-Off rate of pay, namely single time rate or one (1) hour for one (1) hour.

### **6.3 Time-Off-In-Lieu (TOIL) & Overtime Management**

- 6.3.1 All hours worked in excess of 9.5 hours per day or outside of the Spread of Hours shown in Section 6.1, is overtime and shall be paid for at the rate of double-time. Such hours worked shall be at the discretion of, and with the approval of, the Manager (or delegate). Prior to working overtime, the employee must, at all times, gain approval from the Manager (or delegate).
- 6.3.2 Prior to working overtime, the Manager (or delegate) will advise the employee if the additional hours are being offered as paid overtime or are available to be accrued and taken as time-off-in-lieu (TOIL). This decision will be at the Manager (or delegate's) discretion and will be determined based upon operational requirements.
- 6.3.3 TOIL will accrue at the double time rate (i.e. one (1) hour work entitles the staff member to take two (2) hours off duty).
- 6.3.4 A full-time employee may accumulate a maximum of three (3) days of TOIL (calculated as 3 x 8.5 hours = 25.5 hours) (pro-rata for part-time employees).
- 6.3.5 All hours accrued over three (3) days of TOIL, will be paid out to the employee as overtime at the appropriate penalty rate, as per Clause 6.3.1 above.
- 6.3.6 Where the staff member elects to take TOIL, it shall be taken at a suitable time arranged by mutual arrangement with the relevant Manager, and the employee.
- 6.3.7 Accrued TOIL should be taken prior to 30 June each year. Where it is not possible to take the accrued hours prior to 30 June, the Manager (or delegate) can approve the TOIL to be carried forward into the new Financial Year. Approval must be authorised in writing.

## **6.4 Daily Commencement/Finishing of Work**

- 6.4.1 The parties recognise that 'start up' and 'close down' periods of a normal working day, need to be minimal in order to achieve cost effective and competitive work operations. Accordingly, the following practices shall be applied:
- 6.4.2 Members of staff shall use all available time, once they return to the Depot at the end of the working day to prepare vehicles, plant, equipment, materials and tasks for the following days' work (taking into account personal clean up time), to ensure that members of staff depart the Depot the following day no later than fifteen (15) minutes after commencing work at their rostered start time.
- 6.4.3 All members of staff shall depart the Depot to travel to the designated work site no later than fifteen (15) minutes after commencing work at their rostered start time.
- 6.4.4 Any exemptions to Clause 6.4.2 must be authorised by the Manager (or delegate).

## **6.5 Hours of Work - Swimming Centre Staff (Non-Managerial)**

- 6.5.1 This Clause will only apply to the Council's Swimming Centres Staff working at the Council's Swimming Centres who do not have a managerial role. No other part of Clause 6 – Working Arrangements will apply to these staff members.
- 6.5.2 Staff who are engaged to work at the Council's Swimming Centres in a non-managerial role may be engaged on a part-time or casual basis. Where engaged on a casual basis, staff will be paid a 25% loading, in addition to the hourly rate prescribed under this Agreement for the normal duties involved.
- 6.5.3 The ordinary span of hours is 5:00am to 9:30pm. The ordinary hours are to be worked over seven (7) days, excluding Public Holidays. The ordinary hours must not exceed thirty-eight (38) hours in any week.
- 6.5.4 All hours worked in excess of 7.6 hours per day or outside the span of hours outlined herein, are considered to be overtime, which will be paid for at the rate of time and a half for the first two (2) hours and double-time thereafter. A staff member covered by this Clause, must only work overtime when directed to do so by the relevant Manager (or delegate).
- 6.5.5 Any member of staff who works on a Public Holiday will be paid for the time worked at double time and a half inclusive of the staff member's normal wage.
- 6.5.6 Staff will be entitled to a thirty (30) minute unpaid meal break following five (5) hours of continuous work.

## **6.6 Daily Meal Break**

- 6.6.1 The parties agree to the following provisions relating to the taking of meals and tea breaks.
- 6.6.2 Following consultation with Work Groups, the Manager, Co-ordinators and Leading Workers and based upon the demands of their work activities, staff may take their daily meal break of thirty (30) minutes, no earlier than four (4) hours after commencing work for the day and no later than six (6) hours after commencing work for the day. Unless lunch times are varied by negotiation, the standard 12.00pm lunch break will occur. Due to this flexibility there will not be a need for "late lunches".
- 6.6.3 Dependent upon work scheduling and/or demands of work activities and in consultation with the Manager, staff may return to the Depot for the lunch break.
- 6.6.4 Each Work Group, dependent on the daily starting time and the tasks being undertaken, may vary the fifteen (15) minute morning tea breaks.
- 6.6.6 Unless otherwise directed by the Manager (or delegate), staff shall not return to the Depot for morning tea breaks, unless work scheduling or work activities make it necessary to return to the Depot.

## **6.7 Inclement Weather**

- 6.7.1 The parties agree to adhere to their respective obligations under the Inclement Weather Policy applicable at the date of signing this Agreement.
- 6.7.2 Any addition or alteration to the Inclement Weather Policy referred to in this Agreement, shall be agreed to via a majority vote of all members of staff affected by Clause 6.1 of this Agreement and in agreement with management.
- 6.7.3 If City Services staff commence work at 6.00am under the provisions of the Inclement Weather Policy and the temperature reaches such a level that they are able to cease work at 1.00pm under that Policy, then 50% of the remaining hours worked in one (1) day shall be deducted from the 'Hours Bank'.
- 6.7.4 The following Hours Bank provisions specifies the agreed operational requirements which are in place to facilitate the Inclement Weather Policy and shall be read in conjunction with the Procedures relating to inclement weather.

### **Hours Bank**

- (i) Each City Services staff member covered by this Agreement, is required to accumulate and bank the equivalent of seventeen (17) hours (two (2) days) of work time during the period from 1 August to 31 October each year.
- (ii) New staff members shall accumulate the required seventeen (17) hours within twelve (12) weeks if the commencement of work with the Council occurs between 1 August and 31 March, of any year.
- (iii) The accumulation of the required hours shall occur by work teams on two (2) scheduled Rostered-Days-Off, or if agreed by Management, by working additional hours during the spread of ordinary hours of work.
- (iv) The Hours Banked activity records (accumulation and utilisation) will be developed and maintained by the Manager (or delegate).
- (v) If, in the opinion of the Manager (or delegate), the weather conditions on any given working day are, or are likely to be, such that the level of productivity of the workforce is likely to be reduced, the Manager (or delegate) may:

- direct staff to cease work for the remainder of that day, provided that such cessation occurs at or after 11.00am; or
  - direct staff not to report for work on a given day, provided that such direction is made at or prior to the normal finishing time of the previous working day.
- (vi) In making decisions as required in part (v) above, the Manager will take into consideration such matters as the provision of essential services. As such, the direction to cease work may be made to individuals, teams or the entire workforce at the discretion of the Manager (or delegate).
- (vii) Where a direction to cease work, or not to report for work, is made under this Agreement, 50% of the time lost through not being at work will be deducted from the respective staff member's "Hours Bank".
- (viii) The direction to cease work, or not report for work, does not apply to staff that are on, or planned to be on, any form of Leave or Rostered-Day-Off during the affected period and therefore, will have no effect in cancelling that Leave or Rostered-Day-Off
- (ix) The following conditions relating to "down time" during inclement weather shall be read in conjunction with the Inclement Weather Policy and procedures:
- Where a member of staff has accrued TOIL, the Manager (or delegate) may require the staff member to take (up to) that accrued time during "down time" periods of inclement weather.
  - However, provided that other than by mutual agreement, the annual amount of such TOIL to be directed or to be utilised during periods of inclement weather, shall not exceed 16.88 hours (two (2) days).
  - Similarly, with agreement of the Manager (or delegate) a staff member may be permitted to access accumulated TOIL for these purposes.
  - Accumulated TOIL is a separate accumulation of time and outside the provisions of the "Hours Banked".
  - Notwithstanding the provisions set out above, the Manager (or delegate) shall, where practicable, attempt to provide alternative work which could be available at the Depot, or at any other location or facility which is operated by the Council. In this regard, it is agreed that members of staff may be required to undertake normal duties, but in accordance with the requirements of Clause 2.2 of the Award regarding multi-skilling.

## 6.8 Superannuation

In accordance with the relevant Legislation, existing and new Employees have the option to nominate a superannuation fund of their choice.

To comply with statutory requirements, for any staff member that does not provide a Superannuation choice form upon commencement of employment and does not have an applicable '*Stapled Fund*', the Council will pay all superannuation contributions to the default fund, being the Hostplus Superannuation Fund (Hostplus) being the nominated default fund, or its successor and the parties agree that the Council will continue to pay employer superannuation contributions in respect of each current employee into Hostplus (being a complying superannuation fund).

For the purpose of this Clause:

- "*Hostplus*" means Hostplus Superannuation Fund.
- "*Salarylink Benefit*" has the meaning given to that term under the Trust Deed.
- "*Salarylink Contribution*" has the meaning given to that term under the Trust Deed.
- "*Member's Salary*" has the meaning given to that term under the Trust Deed.
- "*Trust Deed*" means the Hostplus Superannuation Fund Trust Deed, as amended or replaced from time to time.

The amount of the Employer superannuation contribution will be as follows:

(a) For each Employee who is making a Salarylink Contribution to Hostplus:

- (i) 3% of the greater of Member's Salary or ordinary time earnings;
- (ii) any additional contributions which the Employer is required to pay in respect of the Employee pursuant to the Trust Deed as advised by Hostplus from time to time to finance the Salarylink Benefit for the Employee; and
- (iii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

(b) For each other Employee:

- (i) contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid a charge under superannuation legislation; and
- (ii) any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The Hostplus rules set out in the Trust Deed in respect to Employees making a Salarylink Contribution ensure that Employees are provided with at least a minimum benefit that meets the requirements of the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

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

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

## **6.9 Salary Sacrifice**

- 6.9.1 A staff member who is a contributing member, can elect to have any amount of their current salary paid each pay period by the Council into a superannuation fund of their choice, upon agreement of that fund to accept the payment as a salary sacrifice on behalf of the staff member.
- 6.9.2 Any contribution that is made by the Council on behalf of the member of staff, will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the member of staff.
- 6.9.3 A staff member can elect to vary the amount of salary sacrifice paid to the fund of their choice at any time during the life of this Agreement, consistent with the rules of the fund.
- 6.9.4 For the purposes of calculating Annual Leave, Annual Leave loading, superannuation employer contributions and all other relevant entitlements under this Agreement, the staff member's gross salary before the salary sacrifice component is deducted, will be taken as the relevant gross salary figure.

## **6.10 Allowances**

- 6.10.1 The Parties agree that the allowances prescribed in the *Local Government Employees Award* have been absorbed into the wage rates prescribed in the Salary Schedule and other beneficial conditions of this Agreement. The absorption applies to all allowances contained within Clause 5.3 and Schedule 2, 4 and 5 of the *Local Government Employees Award*, with the exception of the Meal Allowance, Motor Vehicle Allowance and First Aid Allowance, which will continue to be paid.
- 6.10.2 The Council undertakes to offer first aid training to any staff member requesting such training. There will be no obligation for any staff member to participate in this training.
- 6.10.3 The Council will pay the First Aid Allowance to a maximum of up to three (3) employees, each of whom must have completed the Senior First Aid Course and are appointed as a First Aid Officer at the Council.
- 6.10.4 An allowance of \$13.40 per week will be paid to all Chief Fire Wardens and an allowance of \$5.00 per week will be paid to ordinary Fire Wardens, to complete the duties set out in the Site-Specific Emergency Response Plans that are relevant to their roles as Fire Wardens.



## **7. LEAVE OF ABSENCE**

### **7.1 Accumulation & Taking of Annual Leave**

- 7.1.1 Upon written application from a staff member and based upon the Council's Annual Leave Policy (as amended from time-to-time) and at the discretion of the General Manager (or delegate), staff will be able to accumulate up to two (2) years' Annual Leave entitlements, that is, a total of eight (8) weeks Annual Leave.
- 7.1.2 If a staff member has not taken Annual Leave within six (6) months of the date upon which eight (8) weeks of Annual Leave has accumulated, then the General Manager (or delegate) may direct the staff member to take Annual Leave within a period of three (3) months to reduce his/her Annual Leave entitlements to below the eight (8) weeks.
- 7.1.3 The minimum Annual Leave that may be taken at any one time is five (5) days, unless by the mutual agreement of the staff member and the General Manager (or delegate).
- 7.1.4 A notice period of at least fourteen (14) days' is required prior to the taking of Annual Leave, except for extenuating circumstances or by mutual agreement between the staff member and the General Manager (or delegate).

### **7.2 Personal Leave**

- 7.2.1 The Parties recognise that excessive absenteeism is costly and disruptive in terms of work not undertaken and general workplace disruption. The Parties also recognise the need for honesty and some flexibility in the management and the taking of Personal Leave. Therefore, the following is agreed.
- 7.2.2 Personal Leave may be used in the following circumstances:
  - 7.2.2.1 as Sick Leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or
  - 7.2.2.2 as Carer's Leave, where the member of staff is required to provide care or support to an immediate family or household member who is ill or injured.
- 7.2.3 Personal Leave is cumulative. That is, un-used Personal Leave will accrue from year to year, but is not payable upon termination. Accrued Personal Leave is accrued as Sick Leave.
- 7.2.4 During the first year of employment, a staff members' Personal Leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 7.2.5 Staff who are unable to attend work for reasons provided in this Clause must, wherever possible, contact the Manager by telephone prior to the normal starting time.
- 7.2.6 Subject to Clause 7.2.8, Personal Leave shall be granted and the staff member shall be entitled to payment in respect of an absence provided that, if so required by the Chief Executive Officer (or delegate), the staff member produces a medical certificate from a registered health practitioner or other satisfactory evidence (i.e. a Statutory Declaration).
- 7.2.7 A staff member shall be allowed a maximum aggregate of five (5) days' Personal Leave per year without a medical certificate, provided that for any period of Personal Leave exceeding two (2) consecutive days or single days taken with a Public Holiday or Rostered-Day-Off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence or other satisfactory evidence (i.e. a Statutory Declaration) shall be submitted by the staff member.

- 7.2.8 The use of a staff member's Personal Leave entitlement, whether for the purpose of Sick Leave or Carer's Leave, is at the discretion of the staff member subject to appropriate evidence as set out in section 7.2.7 and 7.2.8 of this Clause being provided.
- 7.2.9 Where a staff member personally falls sick or suffers an injury while on Annual Leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. a Statutory Declaration) to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties and provided the period of illness is three (3) working days or greater, he/she shall be granted at a time convenient to the Council, additional Leave equivalent to the period of incapacity.
- 7.2.10 Subject to Personal Leave credits, the period of certified incapacity shall be paid for and debited as Personal Leave.

### 7.3 Paid Parental / Adoption Leave

- 7.3.1 Clause 7.4 of the *Local Government Employees Award* applies.
- 7.3.2 Support for staff members on Parental Leave shall be provided by the Council. Such support shall include, but not be limited to:
- (a) continued information flow from the Council;
  - (b) appropriate re-induction and skills training;
  - (c) discussion and consideration of child care needs; or
  - (d) potential for part-time or job sharing arrangements.
- 7.3.3 A staff member who takes a period of Parental/Adoption leave in accordance with the *Local Government Employees Award* shall be entitled to a period of paid Parental Leave, subject to Clause 7.3.5 and 7.3.6 of this Agreement, at the staff member's base rate of pay, calculated on the staff member's period of continuous service with the Council in accordance with the table below:

**TABLE 1**

<b>Number of years of continuous service (at the Council) at the date of the child's birth</b>	<b>Period of paid leave</b>
2 years and less than 3 years	6 weeks
3 years and less than 4 years	8 weeks
4 years and less than 5 years	10 weeks
5 years or more	12 weeks

- 7.3.4 Any Public or other statutory holiday which falls within any period of Parental/Adoption Leave (paid or unpaid) shall be counted as a day of such Leave.
- 7.3.5 The paid Parental/Adoption Leave benefits outlined in this Clause will apply on a pro-rata basis to those staff members who work on a permanent part-time basis. Normal incremental advancement within salary classifications shall continue during periods of paid Parental/Adoption Leave taken under this Clause.

- 7.3.6 A staff member on a fixed-term contract, whose contract expires during a period of paid Parental/Adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the staff member is re-employed and there is no break in service.
- 7.3.7 Absence on Parental/Adoption Leave does not break a staff member's continuity of service. However, the staff member will not accrue personal or Annual Leave whilst on Parental/Adoption Leave.
- 7.3.8 Periods of paid Parental/Adoption leave under this Clause, are not in addition to the periods of unpaid Parental/Adoption leave provided for in Clause 6.5.2 of the Award or any entitlements under State or Federal legislation (including, but not limited to the *Paid Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument, whether the staff member claims for such entitlements or not.

*For example, a staff member who is eligible for 10 weeks' of paid Parental Leave shall be entitled to 10 weeks paid Parental Leave and a further 42 weeks of unpaid Parental Leave. Therefore, the maximum number of weeks that may be taken as Parental Leave is 52 weeks.*

- 7.3.9 This Clause does not apply in the case of a female staff member whose pregnancy terminates earlier than twenty (20) weeks prior to the expected date of delivery of the pregnancy.
- 7.3.10 Any amount of paid Parental/Adoption Leave to which the staff member has a right to receive under this Clause, will be reduced by the amount of any other entitlement to paid Parental Leave the member of staff is entitled to receive pursuant to state or federal legislation (including, but not limited to, the *Paid Parental Leave Act 2010* as amended from time to time), or any relevant industrial instrument whether the member of staff claims for such entitlements or not.

*For example, a staff member who is eligible for 10 weeks of paid Parental Leave in accordance with this Clause, and who is also entitled to 18 weeks of paid Parental Leave at the national minimum wage in accordance with legislation, will be entitled to the monetary difference (if any) between the amount the staff member is entitled to be paid under legislation, and the amount the staff member is entitled to be paid pursuant to this Clause. If the entitlement under legislation is more generous than the entitlement under this Clause, Council will not be required to make any payment to the member of staff.*

- 7.3.11 A staff member who is entitled to paid Parental/Adoption Leave in accordance with this clause will be required to provide to the Council a statutory declaration stating particulars of any entitlement the staff member has to paid Parental/Adoption Leave other than under this Clause.
- 7.3.12 Paid Parental/Adoption Leave taken under this clause must be taken within twelve (12) months of the birth or Adoption of the child and shall only be granted upon satisfactory evidence that the staff member is fulfilling the role of the Primary Carer throughout the period of the paid Leave.
- 7.3.13 Paid Parental/Adoption Leave will only be granted once in every twelve (12) month period.

## **7.4 Leave Without Pay**

- 7.4.1 Staff who that have exhausted all of their Leave entitlements may apply in writing to the Chief Executive Officer (or delegate) for Leave Without Pay, to be taken to cover personal illness, injury, pressing domestic or family reasons, or as a Carer's Leave. Applications for Leave Without Pay for the purposes of Carer's Leave are subject to the definitions provided in Clause 7.2, and the *Local Government Employees Award*.
- 7.4.2 Approval of Leave Without Pay is at the discretion of the Chief Executive Officer (or delegate) and consideration will be given to the individual circumstances and the leave history of the staff member.
- 7.4.3 The staff member may be required to provide written evidence, as requested by the Chief Executive Officer (or delegate), to verify the reason for the Leave request. This evidence may include, but is not limited to, medical certification, specialist report or a Statutory Declaration.

## **7.5 Purchased Leave**

Purchased Leave will be available to Employees as per the Council's Purchased Leave Policy, as amended from time-to-time.

## **7.6 Bereavement Leave**

An Employee shall be entitled to Bereavement Leave as per Clause 7.3 of the *Local Government Employees Award*.

## **7.7 Family & Domestic Violence Leave**

An Employee shall be entitled to Family and Domestic Violence Leave as per the *Fair Work (Family and Domestic Violence Leave) Amendment Act 2023 (SA)*.

## **8. CAREER DEVELOPMENT**

Improvements in productivity and efficiency ultimately rely on the work performance of individual staff and competent management practices within the organisation. Unless all staff work to their maximum potential and capacity, improvements in productivity will be limited and therefore, have a detrimental impact on this and future Agreements. It is agreed that all staff will assess their own work performance in conjunction with their General Manager, or Manager through active participation in the Council's Performance and Professional Development Program. The parties agree that the emphasis of the employee development program will be to:

- create an environment so that work expectations are clear, with regular, constructive feedback leading to enhanced work performance;
- provide regular two-way feedback regarding work performance;
- build open and effective relationships between staff, managers and colleagues;
- improve existing work procedures and provide an opportunity for staff input into the Council's operations; and
- discuss training and career development needs of the staff member.

### **8.1 Shared Responsibility**

Career development is a shared responsibility between both the staff member and the Council.

### **8.2 Support for Career Development**

The City of Norwood Payneham & St Peters values the contribution which staff make to the organisation and as such, supports their individual learning and development needs. The Council will support staff to undertake further study and professional development that has direct relevance to improving the required work-related skills and enhancing career development. In this regard, career development can be progressed in a number of ways. These may include, but are not limited to:

- Study Assistance to pursue qualifications at TAFE or University; and/or
- secondment to positions within the City of Norwood Payneham & St Peters.

Career development opportunities may include opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to increase the staff member's breadth of skills and knowledge. It may also include participation in project teams or undertaking special project work.

The active participation in the Council's Performance and Professional Development Program can be used for the development of long-term career goals (3-5 years) that the staff member wishes to work towards.

### **8.3 Study Assistance**

8.3.1 Staff may apply for study assistance and consideration will be given to the following factors in assessing study assistance:

8.3.1.1 The course of study must have a direct relationship to the staff member's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties. Alternatively, the course of study may be a key component of a long-term career development plan for the staff member.

8.3.1.2 The ability of the work area to continue to provide operational service levels.

8.3.2 The parties recognise that in order to foster an efficient organisation and provide an opportunity for job satisfaction, it is important to encourage and support a highly skilled workforce. The intent of this Clause is to provide options to both the staff member and the Council regarding the provision of study support with the outcome being flexible for staff and productivity gains for the organisation.

8.3.3 Where a staff member considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the member of staff in developing their career. These opportunities may include access to career development services by mutually agreed professional advisory services. Any cost incurred must be incurred following approval from the Chief Executive Officer (or delegate).

8.3.4 The following options will be provided to staff in relation to study assistance.

#### **8.3.4.1 Option One – Study Leave**

Following approval of Study Leave, staff may take up to a maximum of five (5) paid hours (pro-rata for part-time staff) per week to attend courses or complete course work in the event that the course is provided on line or remotely. If this option is taken, there is no additional payment will be made to staff for any expenses which are incurred.

#### **8.3.4.2 Option Two – Financial Study Support**

Following approval of Study Leave, where the staff member chooses to study externally or attend courses outside of the Council's normal working hours, the Council will refund prescribed course fees (including the Higher Education Contribution Scheme) and required text books with a total refund not exceeding a maximum of \$2,000 per annum for a full-time staff member during the course of active study whilst in the employment of the Council and pro-rata for part-time staff. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirement and presentation of official receipts, on a semester by semester basis. Notwithstanding this, the Chief Executive Officer (or delegate) may approve other methods of reimbursement for study costs by special request and negotiation with the staff member.

#### **8.3.4.3 Option Three – Combination of Option 1 and 2;**

Where the combined total does not exceed the value of \$2,000 per annum. Where a staff member is undertaking study which includes contact time, both within and outside of the normal working spread of hours per day, a staff member may negotiate a combination of Options 1 and 2.

8.3.5 Should the staff member require time away from work to attend examinations and/or other specified course requirements and if the member of staff chooses this option, all time will be made up at time negotiated between the member of staff and the Manager.

8.3.6 The Council recognises the importance of offering training, study and development opportunities to enhance skill levels and to provide for skills as part of a career path in Local Government.

- 8.3.7 Approval for staff study assistance is at the discretion of the Chief Executive Officer (or delegate) and may be granted for study to be undertaken relevant to a staff member's work and future development. Approval for study assistance is granted on a year-by-year basis and the Council will ensure that all staff across all levels of the organisation have a fair and equitable opportunity to attend training and study programs.

#### **8.4 Senior Career Progression & Classification Criteria**

- 8.4.1 From 1 November 2020, the Classification Criteria for Municipal Employees Grade 8, Municipal Employees Grade 9 and Municipal Employees Grade 10, that was contained within this Agreement for the appointment of Team Leader Positions, prior to 1 November 2020, will no longer be applied for new staff or existing staff moving into senior positions. From 1 November 2020, all staff appointed into Leading Worker Positions will be appointed under the revised Classification Criteria set out in Attachment A contained in this Enterprise Agreement.

#### **8.4.2 Leading Worker Classification & Classification Criteria**

The appointment of staff into positions of Leading Workers is at the discretion of the Chief Executive Officer (or delegate) and appointment to a Leading Worker Position will be based on the Council's recruitment and merit selection policy and processes.

The expectations and duties for each Leading Worker Position will be set out in a relevant Person & Position Description and will work under regular supervision and direction from the relevant Works Coordinator or Manager.

Leading Worker positions will predominantly require the incumbent to fulfil the expectations of a Team Member position, including the usual core duties and manual labour tasks. Notwithstanding this, Leading Worker positions may be required to allocate a portion of their work time to oversee the operational functioning of the team, including coordination and instructing staff members and ensuring the quality of the work which is performed by staff is to the expected standard and undertaken in a timely manner. Examples of the additional expectations of a Leading Worker includes tasks such as:

- executing planned works on site;
- allocating tasks onsite, to staff who are required to complete work;
- ensuring that the Council's policies, other obligations and expectations, such as the conduct expected of staff, required permits, procurement requirements and WHS are being met;
- ensuring that all staff are working efficiently and effectively whilst on site; and
- maintaining corporate documentation in compliance with the organisation's expectations.

It is recognised that under the provisions of the *Local Government Employees Award*, the number of Field staff and classification levels within the Local Government Employees work groups, are such that it is likely a Leading Worker would not be appointed at the City of Norwood Payneham & St Peters, at a classification level greater than *Municipal Employee Officer Grade 6 'Leading Worker'*.

Specifically, under the provisions of the *Local Government Employees Award*, to be appointed at a Municipal Employee Grade 7 or above, a Leading Worker must have '*the responsibility to lead a larger work group, which may involve more than fifteen (15) workers, whose classifications could range between Municipal Employee Grade 1 and Municipal Employee Grade 6*'.



As such, the purpose of this Clause is to set out the arrangements which the Council will apply when appointing Leading Workers at a Municipal Employee Grade 7 or above, in the event that a Leading Worker is appointed into a position that has the responsibility to lead a team of staff that does not meet the number of staff or classification levels set out in the *Local Government Employees Award* and which is normally required to be appointed at Municipal Employee Grade 7 – Leading Worker.

The classification of Municipal Employee Grade 8 – Leading Worker is set out in the *Local Government Employees Award* and the classification Leading Worker - Level 9, is set out in this clause and is specifically designed by this Council to provide the opportunity for progression for staff who demonstrate a high level of performance as a Leading Worker.

It is at the discretion of the Chief Executive Officer (or delegate) to apply a classification level to a position of 'Leading Worker' at a higher level than the requirements that are set out in the *Local Government Employees Award* for that position (i.e. to 'over classify' a Position.)

The position of Leading Worker can be classified from a Municipal Employee Grade 4 – Leading Worker to a Municipal Employee Grade 8 – Leading Worker and Leading Worker - Level 9, without requiring a minimum number of staff or classification levels of the staff in the work group that the position has responsibility for.

Namely, a staff member can be appointed into a position of Leading Worker at the classification level of Municipal Employee Grade 7 – Leading Worker, once they are responsible for two (2) or more staff whose classifications range from between Municipal Employee Grade 1 and Municipal Employee Grade 6 and the staff member is the position of Leading Worker which is recognised as fulfilling the relevant duties of a Leading Worker and which is described in the staff member's Person & Position Description.

A staff member may only apply for a re-classification into a level of classification that is set out in the *Local Government Employees Award*. To determine a request for a reclassification, the Council may apply the classification structure and requirements set out in the *Local Government Employees Award* and the Council is not required to apply this Classification Criteria to determine the outcome of a request for re-classification.

A Leading Worker whose substantive position is classified at Municipal Employees Grade 7 – Leading Worker, can be reclassified to a higher grade or level during their term of employment with the Council.

Progression to Municipal Employees Grade 8 - Leading Worker and Leading Worker - Level 9 shall occur at the discretion of the Chief Executive Officer (or delegate) and shall require the staff member to successfully complete a Performance Review, have demonstrated a high level of competence in the expectations of the substantive position for at least twelve (12) months prior and have no adverse or disciplinary actions recorded during the last five (5) years' of their employment with the Council (where relevant) before they will be reclassified to the next grade or level.

### **Leading Worker – Level 9 Classification Criteria**

A Leading Worker – Level 9 position at the City of Norwood Payneham & St Peters is commensurate to the expectations (and therefore the associated rate of pay) to the classification General Officer 2, Step 2 set out in the *South Australian Municipal Salaried Officers Award* and;

- performs a range of clearly defined activities and tasks where the method, procedures and expected standards are defined and documented;
- provides oversight of and guidance to lower classified staff members;



- applies acquired skills, knowledge and understanding of work procedures and processes to the relevant work areas and assists, instructs and trains the staff members in the work procedures, processes and relevant Council Policies;
- staff at this level can be asked to assist in designing and establishing work procedures and processes for minor tasks and activities;
- exercises initiative and judgment relevant to the delivery of work on site and in a field environment and within clearly established procedures;
- can find solutions to problems that occur during the delivery of work in the established procedures, practices and relevant Council Policies;
- holds a qualification of a diploma level or higher in the relevant field of work, management or leadership or project management; and/or
- significant experience in the work area relevant to the position.

## **9. MISCELLANEOUS**

### **9.1 Sick & Accident Protection**

The Council will pay sick and accident protection premiums and journey protection, to provide coverage for all members of staff for non-work related injuries and sickness. Where a staff member accesses compensatory payments for income protection pursuant to this Clause, all periods of absence will not be counted towards service. However, absence on this type of Leave will not break service. As such, the staff member will not accrue Annual Leave and Personal Leave during this period however, accrual for Long Service Leave will continue during the period claimed.

### **9.2 Employee Assistance Program & Corporate Health**

All staff have access to professional counselling in accordance with the Council's Employee Assistance Program. The Council is committed to promoting a healthy and fulfilling lifestyle, which is reflected in the work environment through work performance. The Healthy Lifestyle Programs will therefore receive continued commitment and support by management.

### **9.3 Work Health & Safety**

The parties recognise that all members of staff have an obligation to contribute to the creation and maintenance of a safe work place.

## **10. SALARY ADJUSTMENTS**

The following salary increases will apply throughout the life of this Agreement:

- A 10.0% increase on current salary rates effective from the first full pay period commencing on or after 1 November 2023.
- A further 3.5% increase effective from the first full pay period commencing on or after 1 November 2024.
- A further 3.0%, effective from the first full pay period commencing on or after 1 November 2025.

The salary rates are set out in "Attachment A – Schedule of Pay Rates" to this Agreement.

## **11. FURTHER SALARY ADJUSTMENT**

The Amalgamated AWU (SA) State Union undertakes that during the period of operation of this Agreement, there shall be no further salary or wage increase sought or granted except for those provided under the terms of this Agreement or the Local Government Employees Award.

This Agreement shall not preclude increases granted under National or State Wage Case for economic adjustment purposes from being accessed by those covered by this Agreement. Such wage case decisions must clearly determine that any such increases are in addition to Enterprise Bargaining increases. During the life of the Agreement, if salary rates drop below official Consumer Price Index rates, staff member's wages will be adjusted accordingly following negotiation between the Amalgamated AWU (SA) State Union and the Council.

## **12. NOT TO BE USED AS A PRECEDENT**

This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government authority or workplace.

### 13. SIGNATORIES

Signed for and on behalf of

THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS

  
.....  
Mario Barone PSM

CHIEF EXECUTIVE OFFICER

19.01.2024

.....  
Date

Witnessed by:

  
.....  
Skye Ginter-Falzun

MANAGER, CHIEF EXECUTIVE'S OFFICE

19.1.2024

.....  
Date

Signed for and on behalf of

THE AMALGAMATED AWU (SA) STATE UNION

  
.....  
Name: Gary Henderson

TITLE: Acting State Union Secretary.

31/1/2024

.....  
Date

Witnessed by:

  
.....  
Name: SCOTT MARTIN

TITLE: AWU BRANCH ORGANISER

31/1/2024

.....  
Date

## ATTACHMENT A - SCHEDULE OF PAY RATES

Classification	Year	Rate effective first full pay period after 1.11.2022			Rate effective first full pay period after 1.11.2023			Rate effective first full pay period after 1.11.2024			Rate effective first full pay period after 1.11.2025		
		2%			10%			3.5%			3%		
		per annum	per week	per hour	per annum	per week	per hour	per annum	per week	per hour	per annum	per week	per hour
Municipal Employee 1	1	\$ 54,664.32	\$ 1,051.24	\$ 27.664130	\$ 60,130.75	\$ 1,156.36	\$30.430543	\$ 62,235.33	\$ 1,196.84	\$31.495612	\$ 64,102.39	\$ 1,232.74	\$32.440480
	2	\$ 55,349.70	\$ 1,064.42	\$ 28.010980	\$ 60,884.67	\$ 1,170.86	\$30.812078	\$ 63,015.63	\$ 1,211.84	\$31.890501	\$ 64,906.10	\$ 1,248.20	\$32.847216
	3	\$ 56,018.43	\$ 1,077.28	\$ 28.349410	\$ 61,620.27	\$ 1,185.01	\$31.184351	\$ 63,776.98	\$ 1,226.48	\$32.275803	\$ 65,690.29	\$ 1,263.28	\$33.244077
Municipal Employee 2	1	\$ 56,810.04	\$ 1,092.50	\$ 28.750020	\$ 62,491.04	\$ 1,201.75	\$31.625022	\$ 64,678.23	\$ 1,243.81	\$32.731898	\$ 66,618.58	\$ 1,281.13	\$33.713855
	2	\$ 57,504.37	\$ 1,105.85	\$ 29.101404	\$ 63,254.81	\$ 1,216.44	\$32.011544	\$ 65,468.73	\$ 1,259.01	\$33.131948	\$ 67,432.79	\$ 1,296.78	\$34.125907
	3	\$ 58,188.47	\$ 1,119.01	\$ 29.447606	\$ 64,007.32	\$ 1,230.91	\$32.392367	\$ 66,247.57	\$ 1,273.99	\$33.526099	\$ 68,235.00	\$ 1,312.21	\$34.531882
Municipal Employee 3	1	\$ 59,047.27	\$ 1,135.52	\$ 29.882222	\$ 64,952.00	\$ 1,249.07	\$32.870444	\$ 67,225.32	\$ 1,292.79	\$34.020910	\$ 69,242.08	\$ 1,331.57	\$35.041537
	2	\$ 59,716.01	\$ 1,148.38	\$ 30.220651	\$ 65,687.61	\$ 1,263.22	\$33.242716	\$ 67,986.68	\$ 1,307.43	\$34.406211	\$ 70,026.28	\$ 1,346.65	\$35.438397
	3	\$ 60,400.74	\$ 1,161.55	\$ 30.567178	\$ 66,440.81	\$ 1,277.71	\$33.623896	\$ 68,766.24	\$ 1,322.42	\$34.800732	\$ 70,829.23	\$ 1,362.10	\$35.844754
Municipal Employee 4	1	\$ 61,862.37	\$ 1,189.66	\$ 31.306865	\$ 68,048.61	\$ 1,308.63	\$34.437552	\$ 70,430.31	\$ 1,354.43	\$35.642866	\$ 72,543.22	\$ 1,395.06	\$36.712152
	2	\$ 62,604.70	\$ 1,203.94	\$ 31.682539	\$ 68,865.17	\$ 1,324.33	\$34.850793	\$ 71,275.45	\$ 1,370.69	\$36.070571	\$ 73,413.71	\$ 1,411.81	\$37.152688
	3	\$ 63,363.67	\$ 1,218.53	\$ 32.066632	\$ 69,700.04	\$ 1,340.38	\$35.273295	\$ 72,139.54	\$ 1,387.30	\$36.507861	\$ 74,303.72	\$ 1,428.92	\$37.603096
Municipal Employee 5	1	\$ 63,858.98	\$ 1,228.06	\$ 32.317297	\$ 70,244.88	\$ 1,350.87	\$35.549027	\$ 72,703.45	\$ 1,398.15	\$36.793243	\$ 74,884.55	\$ 1,440.09	\$37.897040
	2	\$ 64,618.59	\$ 1,242.67	\$ 32.701715	\$ 71,080.45	\$ 1,366.94	\$35.971887	\$ 73,568.26	\$ 1,414.78	\$37.230903	\$ 75,775.31	\$ 1,457.22	\$38.347830
	3	\$ 65,369.88	\$ 1,257.11	\$ 33.081922	\$ 71,906.87	\$ 1,382.82	\$36.390114	\$ 74,423.61	\$ 1,431.22	\$37.663768	\$ 76,656.32	\$ 1,474.16	\$38.793681
Municipal Employee 6	1	\$ 65,584.26	\$ 1,261.24	\$ 33.190414	\$ 72,142.69	\$ 1,387.36	\$36.509455	\$ 74,667.68	\$ 1,435.92	\$37.787286	\$ 76,907.71	\$ 1,479.00	\$38.920905
	2	\$ 66,318.91	\$ 1,275.36	\$ 33.562201	\$ 72,950.80	\$ 1,402.90	\$36.918421	\$ 75,504.08	\$ 1,452.00	\$38.210566	\$ 77,769.20	\$ 1,495.56	\$39.356883
	3	\$ 67,061.24	\$ 1,289.64	\$ 33.937874	\$ 73,767.36	\$ 1,418.60	\$37.331661	\$ 76,349.22	\$ 1,468.26	\$38.638270	\$ 78,639.70	\$ 1,512.30	\$39.797418
Municipal Employee 7	1	\$ 67,292.90	\$ 1,294.09	\$ 34.055110	\$ 74,022.19	\$ 1,423.50	\$37.460621	\$ 76,612.97	\$ 1,473.32	\$38.771743	\$ 78,911.36	\$ 1,517.52	\$39.934895
	2	\$ 68,027.55	\$ 1,308.22	\$ 34.426897	\$ 74,830.31	\$ 1,439.04	\$37.869587	\$ 77,449.37	\$ 1,489.41	\$39.195022	\$ 79,772.85	\$ 1,534.09	\$40.370873
	3	\$ 68,770.52	\$ 1,322.51	\$ 34.802894	\$ 75,647.57	\$ 1,454.76	\$38.283183	\$ 78,295.24	\$ 1,505.68	\$39.623095	\$ 80,644.09	\$ 1,550.85	\$40.811788
Municipal Employee 8	1	\$ 68,835.79	\$ 1,323.77	\$ 34.835928	\$ 75,719.37	\$ 1,456.15	\$38.319521	\$ 78,369.55	\$ 1,507.11	\$39.660704	\$ 80,720.63	\$ 1,552.33	\$40.850525
	2	\$ 69,578.76	\$ 1,338.05	\$ 35.211925	\$ 76,536.64	\$ 1,471.86	\$38.733118	\$ 79,215.42	\$ 1,523.37	\$40.088777	\$ 81,591.88	\$ 1,569.07	\$41.291440
	3	\$ 70,355.01	\$ 1,352.98	\$ 35.604762	\$ 77,390.51	\$ 1,488.28	\$39.165238	\$ 80,099.18	\$ 1,540.37	\$40.536022	\$ 82,502.15	\$ 1,586.58	\$41.752102
Municipal Employee 9	1	\$ 70,701.86	\$ 1,359.65	\$ 35.780293	\$ 77,772.05	\$ 1,495.62	\$39.358322	\$ 80,494.07	\$ 1,547.96	\$40.735864	\$ 82,908.89	\$ 1,594.40	\$41.957939
	2	\$ 71,436.51	\$ 1,373.78	\$ 36.152080	\$ 78,580.16	\$ 1,511.16	\$39.767288	\$ 81,330.47	\$ 1,564.05	\$41.159143	\$ 83,770.38	\$ 1,610.97	\$42.393917
	3	\$ 72,199.32	\$ 1,388.45	\$ 36.538116	\$ 79,419.25	\$ 1,527.30	\$40.191928	\$ 82,198.93	\$ 1,580.75	\$41.598645	\$ 84,664.89	\$ 1,628.17	\$42.846604
Municipal Employee 10	1	\$ 72,439.30	\$ 1,393.06	\$ 36.659562	\$ 79,683.23	\$ 1,532.37	\$40.325518	\$ 82,472.14	\$ 1,586.00	\$41.736911	\$ 84,946.31	\$ 1,633.58	\$42.989019
	2	\$ 73,172.03	\$ 1,407.15	\$ 37.030378	\$ 80,489.23	\$ 1,547.87	\$40.733416	\$ 83,306.36	\$ 1,602.04	\$42.159085	\$ 85,805.55	\$ 1,650.10	\$43.423858
	3	\$ 73,936.76	\$ 1,421.86	\$ 37.417386	\$ 81,330.44	\$ 1,564.05	\$41.159125	\$ 84,177.00	\$ 1,618.79	\$42.599694	\$ 86,702.31	\$ 1,667.35	\$43.877685

# **ATTACHMENT B – CLASSIFICATION CRITERIA**

## **Municipal Employees Grade 8, 9 & 10**

**(Superceeded On 1 November 2020)**

These grades are designed to provide recognition of performance and a career structure for staff to progress in the future to any vacant management positions within the City Services unit of the Urban Services department. They are intended to be introduced on a trial basis and would be implemented as an over-award structure designed to address the issue of career progression not covered in the Award Restructuring.

A member of staff may be classified as a Municipal Employee Grade 8, 9 and 10 at the discretion of the Council after having demonstrated their ability to competently perform all of the tasks listed for a Municipal Employee Grade 7.

A Municipal Employee Grade 8,9 or 10 must have demonstrated leadership and Works Coordinator capabilities, a positive attitude towards the goals and objectives of their position and demonstrate they are able to adhere to work schedules. The staff member must have demonstrated they are able to reorganise activities as required to cater for unforeseen circumstances and ensure that the performance of the staff member's team meets appropriate performance objectives where such objectives have been established.

A Municipal Employee Grade 8, 9 or 10 may be required to perform on the job training of other staff and be able to ensure that all staff members in their team are properly inducted in the organisation and give information on their job requirements and performance obligations.

A Municipal Employee Grade 8, 9 or 10 should also be able to identify non satisfactory performance of staff in their team and take the appropriate responsive action in accordance with the Council's disciplinary policy. The staff member should also be able to ensure that all vehicles and equipment used in their section are maintained in a neat and tidy condition and are not abused or misused in any way.

A Municipal Employee Grade 8, 9 or 10 shall be able to ensure that the correct accounting for all labour equipment and materials are appropriately allocated by maintaining up to date, accurate and adequate records and the preparation and completion of the required forms.

### **Municipal Employee Grade 9**

Municipal Employee Grade 9 will cover any person who is in charge of a team who carries out the duties listed in the leading workers job description and in addition qualifies for four (4) out of the six (6) following conditions:

1. Supervises and directs the work of greater than five (5) workers.
2. Is accountable for monitoring costs and working within a specific budget.
3. Is required to interpret plans and direct the work of the workers in relation to the plan.
4. Is responsible for planning and scheduling in advance the work of their work gang to take into account action requests and management direction.
5. Works under limited supervision in terms of direction for day to day work.
6. Supervises a team that may be working at diverse geographic locations.

### **Municipal Employee Grade 10**

Assessments for Municipal Employee Grade 10 will be made on 31 March and 30 September, with payments, if applicable, to be made within one (1) month of assessment.

Performance of a Municipal Employee Grade 9 position is to be assessed over twelve (12) months.