



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

ALEXANDRINA COUNCIL SOUTH AUSTRALIAN MUNICIPAL SALARIED OFFICERS AGREEMENT 2018

File No. 17 of 2018

This Agreement shall come into force on and from 1 January 2018 and have a life extending for a period of 3 years therefrom.

SAET HEREBY APPROVES THIS ENTERPRISE AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR WORK ACT 1994.



DATED 06 FEBRUARY 2018.

A handwritten signature in dark ink, appearing to be 'A.L.', positioned to the right of the SAET seal.

COMMISSIONER



Alexandrina Council

South Australian Municipal Salaried Officers

Agreement 2018

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Part 1 – ABOUT THE AGREEMENT

1.1 TITLE

This Agreement shall be known as the Alexandrina Council SA Municipal Salaried Officers Agreement 2018.

1.2 DEFINITIONS

For the purposes of this Agreement:

“Act” means the *Fair Work Act 1994*, as amended from time to time.

“Agreement” shall mean the Alexandrina Council Municipal Salaried Officers Agreement 2018.

“Award” shall mean the South Australian Municipal Salaried Officers Award.

“Consultation” shall mean the process, which will have regard to employees' interests in the formulation of plans in cases of major change or significant impact. It provides these employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.

“Council” and “Employer” shall mean the Alexandrina Council.

“Employee” and “Officer” shall mean any employee of Council who performs work covered by this Agreement, excluding the Chief Executive Officer and General Managers, who may be subject to individual contracts.

“Emergency Situations/Emergencies” shall mean storms, bushfires, flooding, power/technical failures and situations, which require immediate action and attention by Council employees.

“Immediate family or household member” for the purpose of clauses 7.2 and 7.7 includes the following:

- “the employee’s spouse, domestic partner, legal guardian, son, daughter, mother, father, sister, brother, grandparents, aunt, uncle, niece and nephew, and in-laws (through marriage or de facto) of the same categories.”

“Level” shall mean the classification Level under the classification structure.

“Local Government Superannuation Scheme” means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) and which is now operating under the name of Statewide Super.

“Ordinary Span of Hours” shall mean the hours defined in clause 6.2.

“Partner” for the purpose of Parental and Adoption Leave means husband or wife, de facto or same sex partner.

“Reasonable” shall mean that which is agreeable to reason, sound of judgement and equitable to those involved.

“Service Review” shall mean the formal service review process adopted by senior management. This review will be a fair, transparent and accountable process undertaken by Council to validate a service as cost effective, meeting the needs of the community and representing the best value for money and builds in provisions for participative and timely staff consultation at all key points.

“Significant Impact” shall mean termination of employment; major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.

“Tribunal” shall mean the South Australian Employment Tribunal

“Union” shall mean the Amalgamated ASU (SA) State Union known as the Australian Services Union (ASU).

“Work Area” shall mean an organisational work unit (e.g. Department, Section, Sub-section, team or individual).

“Employee Representative” shall mean an elected member of the Enterprise Agreement Consultative Committee whom the employee chooses to accompany or assist them in a discussion.

“Workplace Representative” shall mean an elected member of the Australian Services Union (ASU).

1.3 APPLICATION

This Agreement shall be binding upon:

- Alexandrina Council in respect to all staff employed pursuant to the Municipal Salaried Officers Award.
- The Amalgamated ASU (State) Union and its members employed by Alexandrina Council.
- Exceptions to this agreement include the Chief Executive Officer and General Managers, who may be subject to individual contracts

1.4 PERIOD OF OPERATION

This Agreement shall remain in force for the period from 1 January 2018 to 31 December 2020. The enterprise bargaining process will commence at the 1st quarterly meeting in the final year of operation.

1.5 RELATIONSHIP TO CURRENT AWARD

This Agreement terminates and replaces all previous Certified Agreements and will be read in conjunction with the SA Municipal Salaried Officers Award and where inconsistent with the Award the terms of this Agreement shall prevail to the extent of the inconsistency.

During the term of this Agreement the Council undertakes to bargain collectively with the employees in respect of existing and new employees whose terms and conditions are covered by the Award.

1.6 INTENT AND OBJECTIVES

This Agreement between the above named parties recognises productivity and efficiency improvements that will arise from the introduction of the changes outlined in this document. These changes have been developed through a process of consultation and participation which will continue during the implementation of the Agreement and thereafter.

The parties to the Agreement will continue to strive to be a best practice organisation, characterised by a positive work culture, enhanced work responsibilities and more flexible management. To be a best practice organisation there is a commitment to continuous improvement through training/learning, with a highly skilled and flexible workforce and recognition of the value of all people in the organisation.

This Agreement incorporates continuous improvement achieved through enhancing and utilising employee skills within a flexible work environment. This will occur within a framework of active employee involvement and participation. The Agreement also recognises the ongoing nature of change and the requirement to use appropriate technologies and employee training to deliver efficiency improvements.

The objective of this Agreement is to develop and support a flexible work force and management structure committed to the continuing improvement of productivity and efficiency within the Council.

The objectives of this Agreement include the following but are not limited to:

- Improve the quality of cost-effective services provided to the community in response to their needs.
- Encourage and develop a high level of skill, innovation and excellence amongst all employees.
- Develop a high degree of team work, trust and shared commitments to the achievement of real and sustainable improvements in productivity and efficiency.
- Increase the level of individual expertise of employees through the provision of training, multi-skilling and skills improvement programs.
- Provide employees with a quality work environment with improved job satisfaction.
- Promote open and honest communications in all aspects of Council operations.
- Provide improved remuneration and working conditions for all employees.
- Ensuring continued commitment to Equal Employment Opportunity principles.
- Ensuring adherence to the Award, this Agreement and all Statutory provisions.

Our major focus will be to demonstrate to our community that the Council provides value for money and that we are achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies.

Where it is considered that a service review is required, a clear, inclusive review process will be followed. Any recommended changes to the service and/or its mode of delivery that may have a significant impact on employees will be consulted in accordance with the "Consultation" and "Significant Impact" definitions within this Agreement.

The Enterprise Agreement Consultative Committee shall serve as the appropriate consultative forum to deal with the introduction of change.

This Agreement shall not operate so as to cause any employee to suffer a reduction in remuneration provided by the employer applicable at the time of signing of the Agreement or in National Standards such as standard hours of work, annual leave or long service leave, etc.

1.7 RESOURCE SHARING

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

In relation to Resource Sharing/secondment of staff to other Councils, if variations in pay

rates, hours of work or conditions exist between Council Collective Agreements, these are to be negotiated with all parties prior to the commencement of these other duties.

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

1.8 NO EXTRA CLAIMS

The signatories undertake that there shall be no further salary or wage increase for the term of this Agreement, except where consistent with the terms of this Agreement.

1.9 NOT TO BE USED AS A PRECEDENT

This Agreement represents a compromise on the part of all parties and is confidential. This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other Local Government Council or work place and shall not be used for any party in any Tribunal or Industrial Commission.

Part 2 – CONSULTATION, COMMUNICATION & CULTURE

2.1 CONSULTATIVE MECHANISM

The Enterprise Agreement Consultative Committee shall comprise of:

- Chief Executive Officer (or a nominated representative) and the Human Resources Manager as Employer representatives of Council.
- Five employee representatives elected by staff

The Enterprise Agreement Consultative Committee shall be the primary forum for consultation between the Council and employees, and its role shall be:

- To formulate an Enterprise Agreement that is acceptable to all parties.
- To reach decisions through consensus which shall operate as recommendations to the parties they represent.
- To consider reports and ideas generated by employee and employer representatives on a range of issues.
- To distribute minutes of its meetings together with regular bulletins. Members of the Enterprise Agreement Consultative Committee will make themselves available to employees for the purpose of receiving and providing information.
- To consider and implement, in consultation with all employees, agreed suggestions for continuous improvement, and to document ideas for the next round of enterprise bargaining negotiations.
- To assist in resolving any dispute arising out of the operation of the Agreement.
- To facilitate effective consultation with employees during service reviews and associated implementation of change management.

2.2 ENTERPRISE BARGAINING TRAINING

Training of the Enterprise Agreement Consultative Committee members is considered essential to ensure optimal outcomes. To this end, the Council agrees to institute appropriate training (where required) for committee members, in the employer's time. Further, such training is to be discussed and approved by the agreement between the employer and the Union. Where training occurs after hours, the employee will be compensated on a single time hourly basis.

All such training will only be done through mutual consent between the parties.

2.3 JOINT EMPLOYEE CONSULTATIVE COMMITTEE

Council recognises that communicating our strategies and goals are critical to a high performing organisation. A clear strategy points employees in the right direction. Council is committed to involving employees in the development and consultation of processes and strategies that support a high performing organisation. During the life of this agreement an employee consultative committee will be developed that is representative of all work areas.

This group will participate in development and implementation of processes, programs, policy and procedure that relate to increasing and sustaining supportive employee practices.

These will include but not be limited to:

Employee Wellbeing, Equity and Diversity, Employee Recognition, Training and Development, Career Pathway Planning, and Employee Relations.

The group will meet as required depending on development of new processes.

2.4 DISPUTE SETTLEMENT PROCEDURE

Given Council's Grievances Procedure relating to the resolution of individual grievances, it is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint about the application of this Agreement relates to a group or groups of employees.

It is anticipated that the majority of issues will be brought to the attention of, and addressed by, supervisors/team leaders at the work site as part of day-to-day operational activity.

The employer and employees agree to follow all stages in the Dispute Avoidance/Settlement Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation and/or conciliation wherever possible at the enterprise level.

During the implementation of the Dispute Avoidance/Settlement Procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.

If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.

Stage One: The employees and/or employee representative will contact the relevant supervisor/team leader and attempt to resolve the concern or complaint at that level.

Stage Two: If the concern is not resolved at Stage One, an employee(s) and/or the workplace employee representative will meet with the relevant supervisor/team leader and/or manager.

Stage Three: If the matter is not resolved at Stage Two, an employee(s) and/or the workplace employee representative will meet with the relevant General Manager and the Human Resources Manager and, if necessary, the Chief Executive Officer, with a view to resolving the matter.

Stage Four: In the event that the matter remains unresolved after Stages One, Two and Three, either party to the dispute may refer the matter to the Tribunal for resolution by conciliation, in the first instance, but if not successful, arbitration. The parties agree to adhere to any final determination of the Tribunal.

The process contained in Stages One, Two and Three should be completed within a reasonable time of the issue being raised at Stage One to ensure its expedient resolution.

Throughout this process, employees will be entitled to representation. This may be in the form of a work colleague, workplace representative or union representative.

Where an employee disputes the classification assigned to their position by the employer in accordance with clause 8.2 (reclassification), the employee may apply to the Tribunal to establish a Board of Reference in the terms of this Agreement for the purposes of determining the classification, provided that the employee is in the employment of the Council at the time such application is made.

2.5 EMPLOYEE RELATIONS

The parties recognise the need to maintain mutual trust and understanding to improve employee relations throughout the organisation.

The parties agree the need to refocus the traditional Industrial Relations approach to one of employee relations, where consultation is viewed as essential to any change. Management and employees recognise the need for employee commitment to achieve effective improvements in productivity.

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

2.6 DEVELOPING OUR CULTURE

The Council recognises that our most valuable asset lies within its human resources. The human resources have a significant influence on the level and quality of service, the economics within which the services is provided and the viability of the organisation now and into the future.

In recognition of their value and contribution to the Council, the following workplace relations principles shall be afforded to all employees.

- Employment and promotion shall be based on the proper assessment of merit.
- Employees shall be treated fairly, consistently and with dignity and shall not be subjected to arbitrary or capricious acts or omissions.
- There shall be no unlawful discrimination against employees or persons seeking employment.
- Employees shall be afforded equal opportunities to secure promotion and advancement in their employment.

- Employees shall be employed in worthwhile and constructive employment and be afforded proper access to training and development.
- Employees shall be provided with safe, healthy and satisfying work environments which are free from harassment or intimidation.
- Employees shall be remunerated at rates commensurate with their responsibilities.

In return the following workplace relations principles shall be observed by all employees:

- Employees shall comply with all statutes and legislation impacting on their employment in addition to Council's policies and procedures; providing however that such policies and procedures are lawful and reasonable.
- Employees shall be conscientious in their performance and scrupulous in the use of official information, equipment and facilities.
- Employees shall in their dealings with members of the Council and community, clients, fellow employees, exercise proper courtesy, consideration and sensitivity.

Council is committed to its mission of "Be Involved" and the following values will form the basis of our culture.

- Communicating our strategies and goals
- Living an inspiring vision
- Recognising our people
- Continually improving our systems
- Developing our people
- Listening and adapting to our customers needs
- Caring for our people

2.7 TRAINING

The parties recognise that there is a need to at least maintain the amount of training and development currently provided at all levels within the organisation.

Council is committed to enhancing the skills of all staff 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.

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.

Council has a commitment to ongoing training of employees demonstrated by identification in the budget.

Supervisors and Managers will receive support and training to enable them to identify technical skills required of their employees in order to plan and coordinate the appropriate training responses.

Council undertakes to update the Training Needs Analysis carried out as part of its employee development program, and to address the training needs identified. The overall training plan

for the organisation should be congruent with the strategic and organisational needs of Council.

Council will ensure that all employees have a fair and equitable chance to attend training programs.

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) in retaining any qualification required under the previous terms of employment up to a level of \$200 per annum.

Where an employee is required by the employer to undertake a course, the employer will pay for all fees associated with the course.

2.8 WORKPLACE REPRESENTATIVES

Council understands and acknowledges the important role played by Workplace Representatives. Council strives to work collaboratively with Workplace Representatives and support them in their role.

Workplace Representatives will be allowed reasonable paid time to carry out their role which may include:

- speaking to, meeting with and representing members in bargaining, negotiations, grievance procedures and discussions with management about workplace and individual member issues
- up to (5 days) per calendar year to attend relevant education courses
- attending Tribunal hearings and conferences relevant to the workplace
- speaking to and meeting with officials of the Union

To enable them to represent their members, Workplace Representatives will have:

- use of company telephones, fax, photocopier, internet and email
- access to the Award and/or Enterprise Agreement(s)
- a notice board provided in a prominent location in each worksite for the posting of relevant information
- access to secure filing facilities
- access to meeting rooms

2.9 EMPLOYMENT SECURITY

The importance of a flexible workforce enabling Council to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that Council's workforce will need to comprise a mixture of full-time, part-time and casual employees, employees on fixed term contracts and agency personnel. This mix will provide the flexibility necessary to enable Council to provide security of tenure to permanent employees.

Council is committed to ensuring security of employment and as such supports the principle of “no forced redundancies” and there shall be no forced redundancies of permanent employees during the life of this Agreement.

2.9.1 The goal of redeployment is not to place the employee in any job, but rather to place them in an appropriate job which is consistent with the employees’ skills and abilities. Where organisational change results in positions being no longer required, occupants of the position(s) will be dealt with in one of the following ways:

2.9.1.1 Make an offer of a permanent position at the same classification level, or if no such position is available;

2.9.1.2 Make an offer of a permanent position at a lower classification level with income maintenance to be maintained.

2.9.1.3 Option one must be accepted within six (6) months from the date offered. Should the lower classified position be accepted, income maintenance will commence from the date of acceptance. The employee will, as a matter of priority be provided with training to assist the redeployment into the new position, and have assistance in the form of career counselling and financial advice where appropriate.

2.9.2 Council will provide the necessary training or re-training to enable a redeployed employee to take up an appropriate permanent position in the organisation. The training program shall be agreed between the employee and the relevant manager prior to acceptance of the job offer.

2.9.3 In the event of there being no position available or the permanent employee does not accept the offer of a new position at the end of six-months then a minimum voluntary separation package may be negotiated on the following basis:

2.9.3.1 Four weeks notice or payment in lieu of such period of notice. In the event that the employee is over 45 years then one additional week’s notice will be provided.

2.9.3.2 A redundancy payment at the rate of three weeks wage per year of completed continual service with Alexandrina Council.

2.9.3.3 Pro rata Long Service Leave will be payable after five years service.

2.9.3.4 The payments described herein will be made subject to the employee meeting the terms and conditions set out in 2.9.4 below.

2.9.4 The terms and condition of the Voluntary Separation Package will include:

2.9.4.1 The employee resigning from all positions in which he/she is employed by Council.

- 2.9.4.2 The employee having notified the Chief Executive Officer of each and every injury or disability which they could reasonably be aware of, and believes were, or could have been sustained by them during the period of employment with the Council.
- 2.9.4.3 The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment.
- 2.9.4.4 The employee not having any outstanding claim for income maintenance pursuant to the Workers Rehabilitation and Compensation Act.
- 2.9.4.5 The employee understands that they will not be eligible for re-employment with Council for a period of at least three years from the date of resignation.

2.10 Equity, Diversity and Inclusion

The employer and employees are committed to Equity, Diversity and Inclusion principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*.

2.11 Anti-Discrimination

It is the intention of the parties to this Agreement to achieve the principal object in Section 3(m) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

Accordingly, in fulfilling their obligations under clause 2.4 (Dispute Avoidance/Settlement Procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- An employee, the employer or the Union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;

2.12 Agreement Access

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

2.13 Notice Boards

The employer shall permit a notice board to be erected at the workplace, or at each discrete part of the workplace, to facilitate communication between the employer and the employees as well as the Union and employees.

2.14 Recruitment & Promotion

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

- Merit
- Legislative requirements
- EEO considerations
- Good human resource management practices

Council is committed to providing employment and promotional opportunities for its existing employees. Vacancies for new or existing positions will be advertised internally. However, where expedient, vacancies deemed appropriate will be concurrently advertised internally and externally. Vacancies are not required to be advertised in the event of the redeployment or reclassification of a position as per clause 2.9.1 – redeployment and 8.2 – review of classification..

If opportunities are identified as part of Council's workforce planning initiatives to provide development opportunities to employees identified in career and succession planning strategies, such as higher duties, work shadowing, project portfolios and secondments, and only if these opportunities are less than six months in duration, such opportunities are not required to be advertised internally or externally. Where more than one individual has been identified through this process, an appropriate recruitment strategy will be applied.

2.15 Appointment and Probation

All employees shall be on probation for a term of three (3) months from initial engagement with the employer.

Monthly assessments will be made at the one (1) month, two (2) month and three (3) month mark where the performance of the employee shall be assessed. A copy of each probation review will be provided to the employee.

In light of the assessment, the probationary period of the employee on probation may be extended for a further term of three (3) months and the employee shall be provided with a written copy of the assessment.

Should the probationary period be extended after the initial three (3) months probationary period, regular monthly assessments will be maintained.

In the event of an adverse assessment being made during the probationary period, the employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

The employer reserves the right not to confirm the appointment on or before the completion of the 3 month probationary period in the event that the employee is not performing at the required level and/or is considered unsuitable for the position.

Part 3 – EMPLOYEE WELLBEING

Council is fully committed to aiding employees to improve their overall health and wellbeing both at work and in their personal lives.

Councils' Employee Health and Wellbeing program underpins our vision to achieve a culture that enhances wellbeing and safety through a commitment to zero harm and enhanced wellbeing. The agreed objectives for the program are:

- To encourage our people to engage with Council Vision and Values.
- To acknowledge that wellbeing can relate to the physical, mental, emotional and financial wellbeing of our people.
- To develop the capability of our leaders to enhance staff wellbeing
- To improve our current safety systems in order to reflect a wellbeing culture

3.1 WORK HEALTH AND SAFETY

It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of employee working life.

To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant workplace health & safety legislation and Council policies, procedures and practices will be implemented. This includes legislation related to Workplace Bullying and Harassment as defined in the WHS Act 2012.

Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function.

3.2 EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, the Council will provide employees with access to professional, independent and confidential counselling services as nominated by the Council at no cost to the employee. The self-referral service will be available 24 hours per day, 365 days per year. This program may be extended to the employees family members, at the discretion of management.

Employees are entitled to 3 free visits in relation to any one matter, whilst further visits may be negotiated with the Human Resources Department to meet special needs.

3.3 CORPORATE HEALTH PROGRAM

Council will develop a comprehensive program relating to Employee Health and Wellbeing during the life of this program. Employees will have an opportunity to voluntarily participate in Employee Wellbeing initiatives (or other replacement programs) as provided for in partnership with the LGA Worker's Compensation Scheme. The Employee Wellbeing Program may consist of, but will not be limited to, the following:

- Health assessment;
- Skin cancer screening;
- Body trim program; and
- Monthly health tips.
- Seminars and information sessions to assist with work life balance.

3.4 EMPLOYEE IMMUNISATION PROGRAM

Council will provide an annual Employee Vaccination Program consisting of, but not limited to, the following vaccinations:

- Influenza
- Hepatitis A & B (if risk of exposure through work)
- Tetanus

3.5 INCOME PROTECTION INSURANCE POLICY

Council will provide an Income Protection Insurance cover on behalf of its employees covered by this Agreement.

Where an employee accesses income protection insurance payments, payments are made as a compensatory payment, not wages continuance.

Employees, when on Income Protection, shall be considered to be on leave without pay.

The following provisions will apply during the period of Income Protection

- Leave entitlements (annual leave, sick leave) will not accrue.
- For any period exceeding 12 months, Superannuation will not be paid (in accordance with the Superannuation Guarantee (Administration) Act 1992)
- Continuity of service will apply

- Long Service Leave will accrue in accordance with the Long Service Leave Act 1987

The above provisions will only apply to claims lodged after 1 January 2018

3.6 JOURNEY ACCIDENT INSURANCE

Council shall provide all employees covered by this Agreement with Journey Accident Insurance to cover them for any bodily injury sustained during any travel undertaken whilst driving or riding as a passenger in a registered motor vehicle, bicycle or wheelchair on a public thoroughfare: or riding as a fare paying passenger in any form of public transport. This cover will be in place 24 hours a day, 7 days a week.

Part 4 – WORK LIFE BALANCE

4.1 PART TIME EMPLOYMENT/JOB SHARING

The employer and employees recognise there are significant advantages provided by part-time employment and job sharing.

All employees are entitled to apply to work on a part-time basis or job share a position.

Council will consider all applications on their merits taking into account operational arrangements, individual needs and practicalities.

No current permanent full-time employee will be forced to work in a part-time or job share position.

All existing part-time employees shall be offered additional hours, whenever practicable to do so, before any new, casual or temporary employees are engaged.

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

Where a part-time employee agrees, they may work up to 38 hours per week within the ordinary span of hours without attracting overtime.

A minimum period of 12 months will be required before a part-time employee will progress to the next incremental step.

Where a part-time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.

All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours is to attract the appropriate penalty.

The employee shall, where possible, be given a minimum of 24 hours notice of Council's need for the working of additional hours.

Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.

Part-time employees who work additional hours beyond those specified in their contract of employment will access their accrued annual leave and sick leave hours in proportion to the hours actually worked. Employees will not accrue any leave entitlements during times when overtime penalty rates apply.

A part-time employee working on a roster system will be paid for any public holidays that fall on a day they are normally rostered to work.

4.2 PHASED RETIREMENT

Phased retirement will enable employees who are approaching retirement (within 5 years), but are unable to continue to work full-time or do not wish to continue to work full-time, to combine aspects of their careers and income with family involvement, other responsibilities and interests.

By written agreement between an eligible full-time or part-time employee and the relevant General Manager, an employee may participate in a phased retirement program that is offered by Council. Phased retirement will be at the discretion of the relevant General Manager.

Prior to entering into a Transition to Retirement Agreement the employee is encouraged to receive professional financial planning advice. Council will contribute to the cost of financial planning up to a maximum of \$500 for one occasion only.

The terms of the phased retirement must be specified in a written phased retirement agreement that is to be signed by the employee and the General Manager.

An employee participating in a phased retirement program may be eligible to work part-time and access up to 500 hours of their accrued annual and long service leave entitlement to make up a full fortnight's (76 hours) pay under the following conditions:

- The employee has completed at least five (5) years continuous employment with Council.
- The employee retains a balance of fifteen (15) days of annual or long service leave per annum.
- The employee is medically fit to perform full time work.
- The employee not receiving workers compensation payments, temporary disability payments under a superannuation related insurance policy, or payments under any income protection or similar insurance policy.
- The employee attends work for a minimum of three (3) days and a maximum of eight (8) days per fortnight over a ten day fortnight and the employee has undertaken not to perform paid employment for any employer other than Council during the hours for which they are being paid from their accrued personal leave entitlement.

Due to a health condition or general tiring as a consequence of having performed physical work on a long term basis, an employee's supervisor may agree that the employee participating in a phased retirement program may not be able to perform at the same physical work level as other employees within the team.

An employee who is participating in a phased retirement program may, subject to the provision of four (4) weeks' notice, elect to retire earlier than the date originally nominated by the employee. A shorter notice period may however be agreed at the discretion of the employee's supervisor.

Contract and casual employees are excluded from this Clause.

4.3 PURCHASED LEAVE

Employees may apply to purchase additional annual leave in terms approved by the Chief Executive Officer. Granting any application is at the sole discretion of the Chief Executive Officer.

Each year employees can apply for a period of up to 2 weeks unpaid leave to be funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

Applications to be completed prior to the end of May each year for leave to be taken in the following financial year.

4.4 FLEXIBLE LEAVE OPTIONS

Council will seek to incorporate flexibility within its Leave Guidelines, in line with relevant legislative requirements into standard paid leave options. In addition, Council recognises the need for employees to have access to unpaid leave types while still retaining job security. Employees may at times require access to unpaid leave options for cultural, study or work life balance options. It is also acknowledged that flexibility in leave options allows opportunities for employees to backfill absent roles that will benefit their career progression. Councils Leave Guidelines will provide opportunity for employees to access these types of leave via mutual agreement to support work life balance.

Examples of Special Leave without Pay

Description	Max periods which may be granted to a staff member
Carer's leave	Up to 1 years
Cultural Leave	Up to 5 days per calendar year
Professional Development Leave	Up to 1 years leave
Special leave without pay	Up to 3 months
Summons to attend Court	As required

4.5 WORKING FOUR OUT OF FIVE YEARS

An employee may seek approval to work 4 years at 80% normal salary and take the 5th year as paid leave. For the purpose of this Clause, a year is calculated on one (1) year (365 days) from the approval date, not the employee's anniversary or commencement date with Council.

An employee must submit a written request in order to apply for this arrangement. Such arrangements are subject to the approval of the Chief Executive Officer.

Where an employee takes the 5th year paid leave under this arrangement, the period of leave shall not constitute a break in service and the employee will not accrue any form of leave entitlement during this time.

The 5th year must be taken at the end of the 4 years' service, unless otherwise agreed by the General Manager and employee. Where an employee takes the 5th year paid leave under this arrangement before completing the 4 year period a lump sum payment for salary forgone will be made.

Working four out of five years is available only when an employee has cleared any accrual of annual leave which is greater than 152 hours.

Increases to wage rates arising under this Agreement during the employee's absence on leave during the 5th year shall be applied to the employee's classification wage rate as it applied at the end of the 4th year. Employees will return to work at the rate of pay that they were classified at the end of the 4th year of the arrangement.

Where an employee elects to resign during the 5th year or elects to withdraw from the initiative at any point in time, all monies paid under this arrangement will be reimbursed to the employee in full less any deduction in respect of taxation in accordance with the law.

4.6 BREASTFEEDING

Council understands that support for breastfeeding mothers in their return to work promotes equal opportunity and workplace diversity and enhances our culture and brand as a place where people choose to work. "Breastfeeding" includes expressing milk.

To support breastfeeding mothers, Council provides a range of flexible work options, and Council will make every effort to provide a comfortable and appropriately equipped private place in which to breastfeed and access hygienic support and storage facilities.

Part 5 – MANAGING ORGANISATIONAL CHANGE

5.1 BEST PRACTICE

The parties agree that best practice is simply the best way of doing things and recognise it is a process of constantly changing to adopt improved methods and technology.

- The parties are committed to implementing change to improve work processes.
- The parties acknowledge the efficiency and safety benefits that can be gained through the use of various technological advancements and are committed to embrace the use of technology such as Global Positioning Systems (GPS), tablet style computers and other IT equipment in carrying out their work.
- Individual teams shall identify any restrictive work and management practices applicable and seek to minimise and/or eliminate such practices through consultation and agreement between management and the teams. Where required, either party may refer the matter to be dealt with through the Enterprise Agreement Consultative Committee.
- The parties acknowledge that from time to time there may be a need to redesign jobs (in particular where out-dated management and work practices exist) with a view to improving the level of productivity.
- As part of work redesign, a skills audit will be undertaken and Job Descriptions incorporating performance indicators and output measures will be developed and agreed with the appropriate employee within the team context. Authority, accountability and responsibility will be clearly defined.
- Consultative mechanisms, appropriate to the size and nature of the organisation will be utilised where practical in order to facilitate job redesign and to effect change with the objective of a more flexible, effective and efficient workforce.
- The parties confirm their intention that employees may be required to perform any duties/responsibilities for the relevant classification (or at a lower level). Provided however, that the employee has the necessary skills to reasonably and safely carry out the required tasks, and that the performance of lower level duties will not be required of an employee as a result of disciplinary measures.
- The parties recognise that ancillary driving duties (which may be required as part of the employees position) should be considered to be a normal duty attached to any of the grading's under the new structure. Provided however, that the parties recognise that some positions within Council will not include a driving requirement.
- The parties recognise that Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- Work teams will be expected to undertake a pro-active role in work planning with management providing the mechanism for this to occur.

5.2 CHANGE MANAGEMENT

The parties recognise that change is an ongoing feature of the work environment and that appropriate management of change is essential for the benefit of both employees and the Council. For the purposes of the Agreement, change includes but is not limited to any of the following:

- Change to work practices
- Introduction of new technology and equipment
- Change in the workforce size and/or structure
- Resource sharing
- Consideration of alternative service delivery

As soon as change is considered, there will be consultation involving all parties who may be affected by the change. There will be full, open and honest disclosure of all information relevant to the proposed change. The Joint Employee Consultative Committee shall serve as the appropriate consultative forum to deal with the introduction of change.

Part 6 – HOURS OF WORK & RELATED MATTERS

6.1 HOURS OF WORK

The parties recognise the benefits of flexible working hours and agree that the business needs of an organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of the service. Operating hours for the purpose of this clause shall be governed by:

- Council's business needs.
- The business needs of the work area.
- Internal and external customer service requirements.
- Inter-relationships (dependency, impact, service) of the work area with other parts of the organisation.
- Parameters further defined in this clause.

6.2 SPAN OF ORDINARY HOURS & ARRANGEMENT OF HOURS

The ordinary span of hours shall be 7.30am to 6.30pm, Monday to Friday, excluding public holidays.

The standard hours of work for full time employees shall be one hundred and fifty-two hours to be worked on any 19 of the 20 ordinary working days Monday to Friday (excluding public holidays) in each four-week period between the hours of 8.30am and 5.15pm with a 45 minute break for lunch each day.

For an employee under this Agreement working in Visitor Information Centres the ordinary span of hours shall be 7.30am to 6.30pm, Monday to Sunday, including public holidays:

- The standard hours of work for full time Visitor Information Centre employees shall be one hundred and fifty-two hours to be worked on any 19 of the 20 ordinary working days Monday to Sunday (including public holidays). Normal daily hours are worked between 8.30am and 5.15pm (45 minutes for lunch) on Monday to Sunday.

For an employee under this Agreement working in Library and Customer Service Centres the ordinary span of hours shall be 7.30am to 6.30pm, Monday to Saturday, excluding public holidays:

- The standard hours of work for full time Library and Customer Service employees shall be one hundred and fifty-two hours to be worked on any 19 of the 20 ordinary working days Monday to Saturday (excluding public holidays). Normal daily hours are worked between 8.30am and 5.15pm (45 minutes for lunch) on Monday to Saturday.

An unpaid meal break of at least 30 minutes will be taken after any continuous five (5) hour period of work.

Full time employees are required to work a minimum of 7.6 hours on each working day, unless an employee has made arrangements with their manager to work fewer hours as a consequence of taking accrued time off.

Each employee will record their daily working hours on an approved attendance record and submit this to their Manager for endorsement at the end of each two (2) week period.

It is agreed between the parties that workloads can fluctuate resulting in the necessity for work to be performed, on occasions, outside of normal hours to achieve timeframes. Similarly, an employee may wish to alter their normal working day to meet urgent personal needs.

Accordingly, hours may be altered on the following basis without attracting penalty rates:

- Where mutually agreed, an employee may change his or her normal start and finish time provided that time worked is between 7.30am and 6.30pm Monday to Friday (excluding public holidays), provided no more than 10 hours in any one day are worked, and provided a meal break of at least 30 minutes is taken after each continuous 5 hour period of work.
- Where additional time is worked, time-in-lieu (on a time for time basis) may be taken off at a time mutually agreed between the employee and their supervisor up to a maximum of 24 hours. Once 24 hours of time-in-lieu have been accrued, the employee must either take all or part of time-in-lieu accrued, gain authorisation from their General Manager to exceed 24 hours of time-in-lieu, or have all or part of time-in-lieu paid out to them.

Prior to agreement being reached to vary the normal working hours in accordance with the principles set out above, the employee's Supervisor will make clear to the employee that such variation does not attract the overtime penalty rate.

The ordinary working hours will not exceed 10 hours in any one day.

Two paid tea breaks of 10 minutes per day will be allowed. The break shall be taken at the employee's normal workstation where practicable at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.

Where mutually agreed between the employee and their supervisor, an employee may defer the taking of rostered days off, providing however, no more than a maximum of three days can be accrued at any one time.

Employees who regularly and directly supervise employees covered by the Local Government Employees Award and depot based employees who regularly provide administrative support to those employees may work the same hours as those employees provided such hours do not exceed 152 ordinary time hours in a four week period.

6.3 OVERTIME

Where employees are directed to perform work 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.

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.

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

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

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.

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.

6.4 PENALTY RATES ON ORDINARY TIME

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.

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

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

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.

Employees who are regularly rostered over seven (7) days, including Sundays and public holidays, shall be granted an additional week of annual leave.

If an employee works Saturday and Sunday as part of their ordinary week, then they shall be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.

The penalty provisions of this sub-clause will not apply to supervisory staff as defined in the last paragraph under 6.2.

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 as prescribed in clause 6.3 hereof.

These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

6.5 TIME OFF IN LIEU OF OVERTIME

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as per the following:

Such time off shall be either:

Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate;
or

Time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

6.6 AFTER HOURS CALLOUT PROVISIONS

6.6.1 *Availability Allowance*

This clause applies to any employee instructed to be available for recall to work outside of their normal working hours.

Immediate Standby - For the purposes of this clause, "availability duty" means a situation where the Council issues a written direction to an employee requiring that employee to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours within a suitable timeframe. The employee would be expected to be able to respond within such a time frame and comply with all the relevant SA laws particularly with respect to ensuring that they are not under the influence of alcohol or drugs.

An employee instructed to carry out availability duty in accordance with a written direction by Council to hold themselves on immediate standby, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on immediate standby.

Arrangements in relation to immediate standby and/or lesser state of readiness may be further amended by mutual agreement between Council and the employee, in writing, to deal with individual circumstances and remuneration for those purposes.

6.6.2 *Remote Response*

Responding to after hour's telephone enquiries which do not require attendance on-site will not qualify employees on standby to receive the minimum payment of 3 hours.

The employee rostered for availability when responding to the following events not requiring attendance on-site to a callout:

- work related phone calls or messages
- remotely monitor and/or address work related issues by remote telephone and/or computer access,
- Should the work related issue the employee is responding to not be resolved remotely within 15 minutes, clause 6.6.3 will apply.

will be paid the appropriate penalty loading for the time actually taken in dealing with each particular matter not requiring attendance on site to a callout.

The employee rostered for availability remotely responding will be required to maintain and provide a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the nearest 15 minutes.

6.6.3 CALL OUT

The provisions for a “Call Out” or “Recall” will only apply when an employee has left work on the understanding that they are not required for the remainder of the day.

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 (3) hours work at the overtime rate.

Where the employee is being paid an availability allowance in accordance with clause 6.6.1 of this Agreement, a minimum of two (2) hours work, at the appropriate overtime rate will be paid for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two (2) or three (3) hours, as the case may be, if the job the employee 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 for the purpose of clause 6.5 above when the actual time worked is less than three (3) hours on such recall or on each of such recalls. 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.

Part 7 – LEAVE PROVISIONS

7.1 LEAVE AND OTHER MATTERS

Documentation in relation to the taking of leave shall continue as per Council's policies and procedures as amended from time to time.

Employees taking leave in accordance with the provisions of Clause 7 will, when entitled, continue to be paid on a two (2) week cycle.

For the purpose of this Agreement:

- The Personal Need Leave provided in this Agreement shall, for full time employees, be deemed to be 76 hours.
- The Annual Leave entitlement for full time employees shall be deemed to be 152 hours.
- A standard day for the purposes of calculating leave and payment for public holidays shall, for full time employees, be 7.6 hours.
- For employees who, as part of their contract of employment, have their ordinary day specified as other than 7.6 hours, a standard day for the purposes of calculating leave and payment for public holidays shall be in accordance with their normal ordinary hours.
- Employees working less than full time will have their leave entitlements and standard day, for the purposes of calculating leave and payment for public holidays, calculated on a pro-rata basis in accordance with the hours worked.

7.2 PAID PERSONAL NEED LEAVE

An Employee is entitled to 10 days per year of service paid Personal Need Leave for any genuine purpose relating to his/her sickness, ill-health and its prevention, domestic caring responsibilities, the serious illness or death of someone close to the Employee or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature.

Leave for the purpose of this Clause operates entirely on the basis of trust and the Employee's genuine assessment of the need to take that leave.

Subject to sub-clause 7.2.1, such leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the Employee at any given time) and subject to clause 7.2.1 automatically authorised by Council.

Council reserves the right to request an employee who is absent due to personal illness or injury for 3 consecutive days or more, to provide a medical certificate indicating the date on which the employee is fit to resume duty.

To access Personal Need Leave, an Employee must make a genuine endeavour to advise his/her manager of the reasons and need to take Personal Need Leave prior to the commencement of his/her start time. If this is not possible the Employee must make every reasonable endeavour to notify their manager as soon as practicable in the given circumstances.

7.2.1 *Where documentation may be required*

An Employee's access to Paid Personal Need Leave may be withheld in the following circumstances:

- Where the Employee on more than two (2) occasions fails to notify Council without a valid reason, of their need to take leave in accordance with Clause 7.2 above; or
- Where an Employee has been counselled about their behaviour and continues to engage in inappropriate behaviour
- For any valid and good reason that the Council may have. (eg patterns of absences from work, regular and or same days off)

In these instances, the issues will be discussed with the employee before a final decision is made. At this point no medical certificate or other form of evidence will be required retrospectively, but may be requested in advance for future absences.

In the absence of appropriate documentation being provided, Personal Need Leave may not be paid and the absence from work will be seen as unauthorised.

Where evidence for an absence is required, the employee may provide either a medical certificate (including, as best as possible, the date on which an employee is fit to resume duty), a Statutory Declaration or another form of advice that can be reasonably substantiate the reason for the absence to Council's satisfaction.

7.3 PAID MATERNITY LEAVE

A female employee who produces to Council a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 12 weeks, provided that:

- In the first instance, she shall have a total of two (2) years continuous service at the time of taking the leave.
- The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.
- Any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave shall be counted as a day of such maternity leave.
- Absence from work during paid maternity leave shall count as service for personal need leave, annual leave and long service leave purposes.

- Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this Clause shall cease.

7.4 PAID PATERNITY LEAVE

12 weeks paid paternity leave may be available to employees who are the partner of a pregnant woman in circumstances where the mother will not be the primary caregiver for the child. Employees who wish to apply for paternity leave must produce a certificate of a legally qualified medical practitioner confirming their partner's pregnancy which specifies the expected date of delivery. Paid paternity leave will only be granted provided that:

- (a) The person applying for paternity leave will be the primary caregiver for the child.
- (b) In the first instance, the employee shall have a total of two (2) years continuous service at the time of taking the leave.
- (c) The period of 12 weeks leave will be paid in normal fortnightly payments from the commencement of the paternity leave component of the employee's leave.
- (d) Any public or other statutory holiday which may fall within the period of 12 weeks paid paternity leave shall be counted as a day of such paternity leave.
- (e) Absence from work during paid paternity leave shall count as service for personal need leave, annual leave and long service leave purposes.
- (f) Where the pregnancy of the partner of an employee terminates earlier than 20 weeks prior to the expected date of delivery, their entitlement to any leave under this Clause shall cease.
- (g) Paid paternity leave must commence within 12 weeks of the date of delivery.
- (h) Employees who are granted paid paternity leave are ineligible for paid partner's leave as per clause 7.5 in respect to that particular pregnancy.

7.5 PAID PARTNERS LEAVE

An employee, who produces to Council a certificate of a legally qualified medical practitioner stating that their partner is pregnant and specifying the expected date of delivery, shall be granted paid partner's leave on full pay for a period of two (2) weeks coinciding with the birth, or at the time the mother and child are discharged from the hospital provided that:

- (a) In the first instance, the employee will have a total of two (2) years continuous service at the time of taking the leave;
- (b) The period of two (2) weeks leave will be paid in the normal fortnightly pay from the commencement of the parental leave;
- (c) Any public or statutory holiday which may fall within the period of two (2) weeks paid Partner's leave shall be counted as a day of such parental leave; and
- (d) Absence from work during paid partner's leave shall count as service for the accrual of personal need leave, annual leave and long service leave.

7.6 PAID ADOPTION LEAVE

An employee who submits evidence to the satisfaction of Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of twelve (12) weeks, commencing from the date of placement of the child with the employee, provided that:

- (a) In the first instance the employee will have a total of two (2) years continuous service at the time of taking the leave.
- (b) Any public or statutory holiday which may fall within the period of twelve (12) weeks paid adoption leave shall be counted as a day of such paid adoption leave.
- (c) In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared care-giver responsibility.
- (d) Absence from work during paid adoption leave shall count as service for the accrual of personal need leave, annual leave and long service leave.

7.7 COMPASSIONATE LEAVE

An employee shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary day's work:

- To spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life; and/or
- Upon the death of an immediate family or household member.

Proof of such illness/injury or death shall be provided by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.

This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

Additional Compassionate Leave

Where extra leave is required in addition to the above entitlement, employees can utilise their personal need leave entitlement to supplement compassionate leave up until the day of the funeral of the deceased person. Up to five (5) days leave per occasion will be allowed under this clause.

Additional Compassionate Leave shall not accumulate from year to year as such, however personal need leave entitlements from which the Additional Compassionate Leave would have been available shall continue to accumulate as personal need leave pursuant to this Agreement.

7.8 EMERGENCY SERVICES LEAVE

Council is committed to supporting staff who are voluntary members of the emergency services organisations within the district.

An employee who is a member of the Country Fire Service, the State Emergency Service or SA Ambulance Service may be granted special leave of absence to attend for duty as a voluntary member in the event of fire or emergency.

An employee shall be entitled to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work each year for absences to attend for duty as a voluntary member in the event of fire or emergency.

In addition, at the discretion of the Chief Executive Officer, leave may be granted on an unpaid basis, or the employee may apply to use outstanding Annual or Long Service leave. During periods of such leave benefits such as Long Service Leave will accrue as normal.

7.9 JURY SERVICE LEAVE

A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that;

- The employee notifies Council as soon as possible of the date/s involved in the jury service.
- The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance.
- The employee claims from the relevant Court the full amount payable in respect of jury service (excluding amounts reimbursed for travelling) and repays such amounts in full to Council.
- The employee, as far as is practicable shall return to work if the jury attendance ceases prior to the end of the normal day's work.

Jury service shall count as service for the purposes of the Award, Agreement or Long Service Leave Act 1987.

7.10 BLOOD DONOR LEAVE

An employee, other than a casual, shall be entitled up to a maximum of two hours paid leave on any one occasion for the purpose of donating blood. A maximum of two separate

absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and Supervisor.

Provided that the employee shall arrange for the absence to be at a time suitable to the operations of the employee's work group and be as close as possible to the beginning or ending of the employee's ordinary working hours.

Proof of such attendance shall be required to be produced, upon request by the Council

7.11 CORPORATE VOLUNTEERING

Employees will be able to participate in volunteering for community not for profit events as a special paid leave type, up to two days per year. Council will develop a register of community activities, not directly run by council, to enable staff to share skills and engage in supporting the needs of community groups. Employees must provide advance notice of the intention to participate and the details of the volunteering role. Volunteering events must take place in not for profit events or organisations.

7.12 MILITARY LEAVE

A staff member who is a volunteer member of the Australian Defence Force Reserve (including Army, Navy or Air Force) and as such is required to attend one (1) or more compulsory camps of continuous training in a year and occasionally a non-compulsory camp or course, may be granted special leave.

Entitlement

- Up to fourteen (14) calendar days on full pay in aggregate in any financial year for compulsory camps of continuous training.
- Up to a further fourteen (14) calendar days in any financial year for additional training, these can be in half or single days or a continuous period. The Council will fully fund the additional 14 days pay without applying any 'make-up' pay calculations. An application for reimbursement of the Employer Support Payment for this additional 14 calendar days can be applied for by the Cost Centre Manager from the Australian Defence Force.
- Military leave additional to that outlined above which is required by a staff member must be taken without pay or the staff member may utilise annual leave or may apply for long service leave (if eligible) for the period of training.
- Leave granted under this clause shall be recorded as "military leave".
- Leave granted under this clause will count as service for all purposes.

Employer Support Payments

- Managers are encouraged to pursue Employer Support Payment entitlements from the Department of Defence whenever a reservist / employee is on Defence Reserves service.
- The Council can only claim an Employer Support Payment if the staff member is released on Military leave or leave without pay. If an employee is made to use their

own leave entitlements, the Council is not entitled to claim an Employer Support Payment for that period of leave.

- Further information about the Employer Support Payment provisions is available on the Australian Defence Force Reserves web site (<http://www.defence.gov.au/reserves>).

Full-time Service

- Reservists who are called out for full-time service (eg as part of a peacekeeping or humanitarian aid operation) are to be granted special leave without pay.

7.13 STUDY LEAVE

As per Councils relevant policy and procedures, Employees shall be entitled to request study leave to attend courses, classes or training programs which are of mutual benefit to the employee and the employer. General Managers will have the discretion to grant or deny requests for study leave. The amount of study leave to be granted will be considered based on the requirements of the course, class or program as well as the staffing requirements and level of responsibility relevant to their position.

7.14 LONG SERVICE LEAVE

Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the “cashing out” provisions.

Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service.

Permanent full-time employees who negotiate to reduce their hours of work to part-time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

7.15 FAMILY VIOLENCE LEAVE

7.15.1 General Principle

(a) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to staff that experience family violence.

7.15.2 Definition of Family Violence

(a) The employer accepts the definition of Family Violence as stipulated in the *Intervention Orders (Prevention of Abuse) Act 2009* (SA). And the definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

7.15.3 General Measures

(a) Proof of family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.

(b) All personal information concerning family violence will be kept confidential in line with the employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

(c) No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

(d) The employer will identify a contact in Human Resources who will be trained in family violence and privacy issues for example training in family violence risk assessment and risk management. The employer will advertise the name of the contact within the workplace.

(e) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources contact. The supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources contact.

(f) Where requested by an employee, the Human Resources contact will liaise with the Employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses 4 and 5.

(g) The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

7.15.4 Leave

(a) An employee experiencing family violence will have access to 15 days per year (pro rata for less than full time employees), of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

(b) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

7.15.5 Individual Support

(a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will consider any reasonable request from an employee experiencing family violence that will support them while they are dealing with family violence. These may include but are not limited to,

- (i) changes to their span of hours or pattern or hours and/or shift patterns;
- (ii) job redesign or changes to duties;
- (iii) relocation to suitable employment within the workplace;

- (iv) a change to their telephone number or email address to avoid harassing contact;
- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) An employee experiencing family violence will be referred to the Employee Assistance Program (EAP) and/or other local resources. The EAP shall include professionals trained specifically in family violence.

An employee that discloses to HR or their supervisor that they are experience family violence will be given a resource pack of information regarding support services.

Part 8 –CLASSIFICATION AND REMUNERATION

8.1 HIGHER DUTIES

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

- The minimum salary rate for the higher paid classification if the employee substantially performs the duties thereof; or
- A salary rate commensurate with the value of the duties the employee is so directed to perform.
- Provided that the employee is directed to perform such duties, the employee shall perform them on the first occasion for a continuous period of five (5) working days or more.

On subsequent occasions for a continuous period of 4 working days

OR

- An aggregate of 10 days in a four (4) week period.

Relief cashiers or positions containing a supervisory component (where the employee's normal position does not contain a supervisory component) when the subsequent acting period shall be for one day in order to become entitled to higher duty pay.

Notwithstanding the other provisions of this clause, an officer who performs higher duties as a relief cashier during lunch hours and during such other time as may be necessary, shall be paid on each occasion for the actual time so worked (with a minimum of one hour's payment for any one day) when acting as a relief cashier, at the rate of a cashier according to years of service.

8.2 REVIEW OF CLASSIFICATION

An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the classification criteria (refer Schedule 2), and the Council's Reclassification Procedure, as amended from time to time.

Any request for a review of classification should be made in writing to the employees Manager.

The request will be reviewed by a Review Panel consisting of a Human Resources representative, the relevant General Manager and the applicants Supervisor/Manager.

The request for review of classification shall be examined and determined by the employer within one month of receipt of such application by the authorised officer.

Date of reclassification shall take effect from the date of application. Where an employee's role is reclassified, they will be placed on the same incremental step they were on prior to the reclassification.

The applicant shall be provided with written confirmation of the decision on their application. If the applicant is unsuccessful, written reasons shall be provided.

If unsatisfied with the decision, the officer may choose to access the dispute settling procedures in clause 2.4 of this Agreement.

Part 9 – WAGE ADJUSTMENTS

9.1 ANNUAL WAGE INCREASES

The wage adjustments to apply throughout the operation of this Agreement are as follows:

- An increase of 2.1% effective from the first full pay period commencing on or after 1 December 2017.
- An increase of 2.2% effective from the first full pay period commencing on or after 1 December 2018.
- An increase of 2.3% effective from the first full pay period commencing on or after 1 December 2019.

Part 10 – OTHER ARRANGEMENTS

10.1 NOTICE OF TERMINATION BY AN EMPLOYEE

Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer a minimum of two (2) weeks notice of their intention to do so, or in lieu thereof, the employee shall forfeit two (2) weeks salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.

A casual employee desiring to terminate their employment shall give the employer at least one (1) day's notice of their intention to do so.

10.1 TRAINEES

The parties agree that opportunities for young people to gain training and experience in the organisation are an important strategy in addressing succession and workforce planning needs. Council employees will provide a commitment to pass on knowledge and provide direction and assistance in helping trainees to integrate into the workforce.

Trainees will not be used in positions that require significant experience, knowledge or plant operator competencies.

10.2 ELECTRONIC FUNDS TRANSFER

Payment of wages will be made to employees fortnightly by electronic funds transfer into a nominated account of a bank or other recognised financial institution of the employee's choice.

10.3 FIXED TERM CONTRACTS AND CASUALS

Fixed Term Contracts

Council may offer fixed term employment contracts on the following grounds:

- For a specific project of defined duration;
- For a position which is funded from an external body;
- To replace an employee who is on extended leave greater than three (3) months;
- Where it is considered that the long-term requirements for a position are uncertain, e.g. financial considerations, environmental concerns or impending legislative change.

A fixed term employment contract offered by the employer will contain the following provisions:

- The term of the contract shall be for no less than three (3) months and for no greater than three (3) years duration (when a fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provision will not apply).
- The incumbent may terminate the contract by giving the employer the minimum notice required.
- Where the employer decides to continue with the same position for a further fixed term, or additional funding from an external body is provided, the incumbent shall be provided with the opportunity to renew the contract subject to having performed their duties satisfactorily in accordance with the position description and Council's performance management process.
- Where it is a requirement of the funding body to recall, withdraw or change any of the funding conditions, this does not mean that the employee will have an automatic right to renew the contract as the employer may decide to re-advertise the position.
- Where a permanent employee is appointed to a fixed term contract position, they will revert back to their permanent role at the conclusion of the term, unless the position was accepted with the knowledge that the employee was required to permanently surrender their permanent employment at the time of the appointment.
- When a fixed term contract is to be extended for a period of less than three (3) months past the initial expiry date, the minimum three (3) month notice provisions above will not apply.
- Where Council decides to make an internally funded fixed term position permanent, the position may be advertised to ensure the best field of applicants are attracted. However, where the incumbent has been in the position for a total period of 12 months or more, they will have first option to secure the position, subject to satisfactory performance in the position. In this case, the position will not be advertised.

Casuals

An employee engaged for a period of 800 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 of 25% (or as otherwise defined in the Award), in addition to the appropriate ordinary time hourly rate prescribed under the Agreement for the normal duties involved.

The loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave, where applicable and where otherwise specified in this Agreement) and payment for public holidays not worked.

An employee, employed for more than 800 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. The employer and employee shall sign a written copy of any such mutual agreement.

A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under clause 6.2 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes loading.

Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours.

Additional hours that become available shall be offered to permanent part-time employees with relevant skills where possible before being offered to casual employees.

The provisions of the following clauses do not apply to casual employees:

- Employment Security – Clause 2.9
- Employee Development and Training – Clause 2.7
- Annual leave – Clause 7.1
- Personal need Leave – Clauses 7.1 & 7.2,
- Compassionate Leave – Clause 7.7

10.4 SUPERANNUATION

The Council must pay superannuation contributions in respect of each Employee into the Employee nominated superannuation fund.

10.4.1 The parties agree that the employer shall make superannuation contributions in respect of each employee amounting to 10% of the employee's salary.

10.4.2 For the purpose of this clause:

"Statewide Super" means the superannuation scheme established on 1 July 2012, when Statewide merged with the South Australian super fund, Local Super.

10.4.3 "Superannuation contributions" means:

- Contribution which the Employer is required to pay under the terms of the rules governing the Statewide Super Scheme;
- Contributions which the Employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth);
- Percentage contribution as per the Award on Employee's ordinary time earnings; and
- Any additional contributions which the Employer agrees to pay in respect of an Employee.

10.4.4 Employees will be entitled to choose the fund into which their Employer superannuation contributions will be made. If an Employee does not nominate an alternative fund, the Employer superannuation contributions will be made to Statewide Super as the default fund.

The amount of the Employer contribution will be:

a) For each Employee who is making "Salary Link" contributions to Statewide Super:

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

"Salary Link" contributions have the meaning given to that term under the Trust Deed.

For each other Employee:

- Contributions which the Employer must pay to a superannuation fund in order to avoid from becoming liable for a shortfall in respect of the Employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
- Any additional superannuation contributions which the Employer agrees to pay in respect of the Employee.

The employer will bear the administration cost for this benefit. Any other costs will be met by the employee.

10.5 SALARY SACRIFICE

Subject to the following conditions, an employee may apply to Council to salary sacrifice part of their salary.

As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

The employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.

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

The arrangements made may only apply to future salary arrangements and cannot be retrospective.

The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll Officers, and an employee can elect to vary the amount of salary sacrifice paid to their nominated superannuation fund as required.

The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to their nominated superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.

The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in Schedule 1.

Employees may use salary sacrifice to:

- Make additional contributions to their nominated superannuation fund. The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed up to a maximum of 80%, together with a statement that the "cash" component is adequate for their ongoing living expenses.
- Lease a motor vehicle through Council's agreement with a leasing provider of Council's choice.
- Other options as available through the provider of Councils choice.

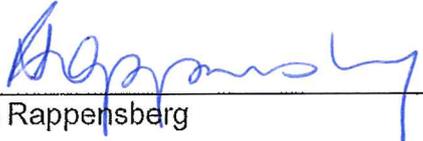
10.6 CORPORATE UNIFORM

Council supports and encourages employees to wear the Corporate Wardrobe and to that end will provide an annual subsidy as set out below.

- Library and Customer Service Officer, Visitor Information Centre Officers and Community Safety Officers, for whom the uniform is compulsory, will have an annual allowance of \$700 (excl GST) in the first financial year of employment, and \$400 (excl GST) (pro-rata) for each subsequent year of service.
- All other staff for whom the uniform is not compulsory, will have an annual allowance of \$500 (excl GST) in the first financial year of employment, and \$350 (excl GST) (pro-rata) for each subsequent year of service.

Part 11 – Signatures

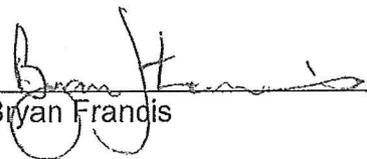
Chief Executive Officer:



Glen Rappensberg

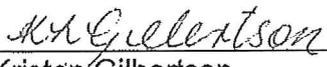
Date: 31/12/17

Enterprise Bargaining Consultative Committee Employee Representatives:



Bryan Francis

Date: 20/12/17

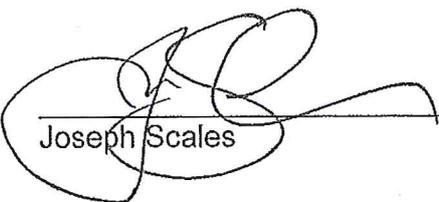


Kristen Gilbertson

Date: 20/12/2017

Amalgamated ASU (SA) State Union

Branch Secretary:



Joseph Scales

Date: 22/12/17

Schedule 1 - Pay Rate Schedules

Classification				
<u>LEVEL</u>	Previous Agreement	2018	2019	2020
	2017	2.1%	2.2%	2.3%
JNR LEVEL 1 17 YO	\$ 30,985	\$ 31,636	\$ 32,332	\$ 33,075
JNR LEVEL 1 18 YO	\$ 35,983	\$ 36,738	\$ 37,546	\$ 38,410
JNR LEVEL 1 19 YO	\$ 40,980	\$ 41,841	\$ 42,761	\$ 43,745
JNR LEVEL 1 20 YO	\$ 45,978	\$ 46,943	\$ 47,976	\$ 49,079
LEVEL 1A - 1	\$ 43,363	\$ 44,274	\$ 45,248	\$ 46,288
LEVEL 1A - 2	\$ 44,628	\$ 45,565	\$ 46,567	\$ 47,638
LEVEL 1A - 3	\$ 45,891	\$ 46,854	\$ 47,885	\$ 48,986
LEVEL 1A - 4	\$ 48,418	\$ 49,435	\$ 50,523	\$ 51,685
LEVEL 1 - 1	\$ 49,976	\$ 51,025	\$ 52,148	\$ 53,347
LEVEL 1 - 2	\$ 51,031	\$ 52,103	\$ 53,249	\$ 54,474
LEVEL 1 - 3	\$ 52,505	\$ 53,607	\$ 54,787	\$ 56,047
LEVEL 1 - 4	\$ 54,085	\$ 55,221	\$ 56,436	\$ 57,734
LEVEL 1 - 5	\$ 55,666	\$ 56,834	\$ 58,085	\$ 59,421
LEVEL 1 - 6	\$ 57,244	\$ 58,446	\$ 59,732	\$ 61,106
LEVEL 2 - 1	\$ 58,843	\$ 60,079	\$ 61,400	\$ 62,813
LEVEL 2 - 2	\$ 60,425	\$ 61,694	\$ 63,051	\$ 64,501
LEVEL 2 - 3	\$ 62,005	\$ 63,307	\$ 64,700	\$ 66,188
LEVEL 2 - 4	\$ 63,585	\$ 64,921	\$ 66,349	\$ 67,875
LEVEL 3 - 1	\$ 65,166	\$ 66,534	\$ 67,998	\$ 69,562
LEVEL 3 - 2	\$ 66,745	\$ 68,146	\$ 69,645	\$ 71,247
LEVEL 3 - 3	\$ 68,323	\$ 69,758	\$ 71,293	\$ 72,933
LEVEL 3 - 4	\$ 69,905	\$ 71,373	\$ 72,943	\$ 74,621
LEVEL 4 - 1	\$ 71,483	\$ 72,984	\$ 74,589	\$ 76,305
LEVEL 4 - 2	\$ 73,061	\$ 74,596	\$ 76,237	\$ 77,990
LEVEL 4 - 3	\$ 74,643	\$ 76,211	\$ 77,887	\$ 79,679
LEVEL 4 - 4	\$ 76,224	\$ 77,824	\$ 79,536	\$ 81,366
LEVEL 5 - 1	\$ 77,802	\$ 79,436	\$ 81,184	\$ 83,051
LEVEL 5 - 2	\$ 79,383	\$ 81,050	\$ 82,833	\$ 84,738
LEVEL 5 - 3	\$ 80,963	\$ 82,663	\$ 84,482	\$ 86,425
LEVEL 6 - 1	\$ 83,596	\$ 85,351	\$ 87,229	\$ 89,235
LEVEL 6 - 2	\$ 86,227	\$ 88,038	\$ 89,975	\$ 92,044
LEVEL 6 - 3	\$ 88,862	\$ 90,728	\$ 92,724	\$ 94,856

Classification				
LEVEL	Previous Agreement	2018	2019	2020
	2017	2.1%	2.2%	2.3%
LEVEL 7 - 1	\$ 91,494	\$ 93,416	\$ 95,471	\$ 97,667
LEVEL 7 - 2	\$ 94,126	\$ 96,102	\$ 98,217	\$ 100,476
LEVEL 7 - 3	\$ 96,760	\$ 98,792	\$ 100,966	\$ 103,288
LEVEL 8 - 1	\$ 99,921	\$ 102,019	\$ 104,264	\$ 106,662
LEVEL 8 - 2	\$ 103,079	\$ 105,243	\$ 107,559	\$ 110,032
LEVEL 8 - 3	\$ 106,238	\$ 108,469	\$ 110,855	\$ 113,405
SNR LEVEL 1 - 1	\$ 83,596	\$ 85,351	\$ 87,229	\$ 89,235
SNR LEVEL 1 - 2	\$ 86,227	\$ 88,038	\$ 89,975	\$ 92,044
SNR LEVEL 1 - 3	\$ 88,862	\$ 90,728	\$ 92,724	\$ 94,856
SNR LEVEL 2 - 1	\$ 91,494	\$ 93,416	\$ 95,471	\$ 97,667
SNR LEVEL 2 - 2	\$ 94,126	\$ 96,102	\$ 98,217	\$ 100,476
SNR LEVEL 2 - 3	\$ 96,760	\$ 98,792	\$ 100,966	\$ 103,288
SNR LEVEL 3 - 1	\$ 99,921	\$ 102,019	\$ 104,264	\$ 106,662
SNR LEVEL 3 - 2	\$ 103,079	\$ 105,243	\$ 107,559	\$ 110,032
SNR LEVEL 3 - 3	\$ 106,238	\$ 108,469	\$ 110,855	\$ 113,405
SNR LEVEL 4 - 1	\$ 109,490	\$ 111,789	\$ 114,248	\$ 116,876
SNR LEVEL 4 - 2	\$ 113,598	\$ 115,983	\$ 118,535	\$ 121,261
SNR LEVEL 5 - 1	\$ 118,735	\$ 121,229	\$ 123,896	\$ 126,745
SNR LEVEL 5 - 2	\$ 122,846	\$ 125,426	\$ 128,186	\$ 131,134
SNR LEVEL 6-1	\$ 127,984	\$ 130,672	\$ 133,546	\$ 136,618
SNR LEVEL 6-2	\$ 132,095	\$ 134,869	\$ 137,836	\$ 141,006
SNR LEVEL 7-1	\$ 137,231	\$ 140,113	\$ 143,195	\$ 146,489
SNR LEVEL 7-2	\$ 143,398	\$ 146,410	\$ 149,631	\$ 153,072
SNR LEVEL 8-1	\$ 151,616	\$ 154,800	\$ 158,205	\$ 161,844
SNR LEVEL 8-2	\$ 159,836	\$ 163,193	\$ 166,783	\$ 170,619
SNR LEVEL 9-1	\$ 172,168	\$ 175,783	\$ 179,650	\$ 183,782
SNR LEVEL 10-1	\$ 192,715	\$ 196,762	\$ 201,091	\$ 205,716
SNR LEVEL 11-1	\$ 213,265	\$ 217,744	\$ 222,534	\$ 227,653
SNR LEVEL 12-1	\$ 233,817	\$ 238,728	\$ 243,980	\$ 249,591

Schedule 2 – Classification Criteria

GENERAL OFFICERS

The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses General Officers and Senior Officers.

The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form which can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.

Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.

After the job description is complete a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.

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

To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.

When classifying a position all aspects of the job must be considered against the total Award criteria the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.

The job description should be tested against more than one level for appropriateness.

SENIOR OFFICERS

Positions within this structure exceed the classification levels of the General Officer structure and are generally characterised by managerial responsibility, high accountability and a high degree of personal ability. The Stream consists of 4 management bands based on the Chief Executive Officer Officer salary.

The structure shall consist of 4 management bands:

- Band 4 shall encompass 2 levels below the level afforded to the CEO Band 3 shall fall 1 level below Band 4
- Band 2 shall fall 1 level below Band 3
- Band 1 shall fall 1 level below Band 2

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

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

PROGRESSION THROUGH THE LEVELS

At the conclusion of each 12-month period following appointment to a classification a full time officer shall be eligible for incremental progression within each salary level on an annual basis upon completing full-time equivalent hours.

A minimum period of 12 months will be required before a part-time employee will progress to the next incremental step.

STUDY LEAVE FOR CLASSIFICATION PROGRESSION

The employer may approve an employee's application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the award classification structure.

Such leave shall require approval by the employer, whether paid or not, if taken during normal working hours.

GENERAL OFFICERS CLASSIFICATION CRITERIA

LEVEL 1

Activities/Functions

- Perform a range of clearly defined routine activities of a support nature.

Complexity of Task/Level of Autonomy

- Practical application of basic skills and techniques
- Work outcomes are closely monitored, clearly defined and readily attainable
- Works under close direction with instruction and assistance being readily available
- Works under direct supervision.

Initiative and Judgement

- 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.

Problem Solving

- Solutions to problems found in established procedures.

Provision of Advice/Support Assistance/Time Management & Organisation Skills

- Responsible for the timeliness of own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.

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.

Where the Prime Responsibility is in the Works Area

- Arrange a minor works activity within established methods as part of the training process.

Where Prime Responsibility is in Libraries

Undertake routine library duties:-

- routine shelving
- issues and returns.

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.

Where the Prime Responsibility is in the Local animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

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.

Where Prime Responsibility is in Child Care

- Assist with the development, planning, implementation and evaluation of child care developmental programs and the co-ordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting
- Liaise with parents
- Under close direction
- Undertake work with individual children with particular needs
- Oversight and direction of Level 1A officers.

Where Prime Responsibility is in Environmental Services

- Enforce compliance with traffic by laws and regulations at an elementary level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- A developing knowledge of the section/department function and operation
- Basic knowledge of clerical/administrative practices and procedures relevant to the work area
- A developing knowledge of work practices and policies of the relevant work area
- Basic numeracy, keyboard, written and verbal communication skills relevant to the work area
- No formal qualifications required at this level
- At this level, employers are expected to offer substantial on-the-job training
- It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training

OR

- Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section
- Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Progression

- Completion of introduction to child care skills and accepted for the advanced certificate in child care.

LEVEL 2

Activities/Functions

- Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.

Complexity of Task Level of Autonomy

- 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.

Initiative and Judgement

- Limited scope to exercise initiative and judgement within clearly established procedures and practices.

Problem Solving

- Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.

Provision of Advice/Support/Assistance

- May assist lower classified officers concerning established practices and procedures.

Time Management & Organisational Skills

- Managing time, planning and organising own work.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- performing tasks of a sensitive nature including the provision of more than routine information
- understanding of clear but complex rules
- oversight and/or guidance of the work of a limited number of lower classified officers
- provision of assistance to lower classified officers concerning established procedures.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

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.

Where Prime Responsibility is in Libraries

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.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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.

Where Prime Responsibility is in Child Care

- Accept responsibility for groups of children under and/or over two years of age
- Co-ordinate activities of more than one group
- Prepare, implement and evaluate developmental and/or special programs for individual or groups of children in consultation with the director
- Supervise lesser qualified workers
- Assist with administrative functions
- Supervise lesser qualified workers.

Where Prime Responsibility is in Environmental Services

- Inspectorial duties involving the enforcement of general by- laws/regulations, assist senior officers with special projects
- Assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer
- (Trainee level).

Where the Prime Responsibility is in Community Services

- Operate a community service program at an elementary level.

Requirements of the Job

- Basic skills in oral and written communication with clients and other members of the public
- Knowledge of established work practices and procedures relevant to the work area
- Knowledge of policies and regulations relating to the work area
- Understanding of clear but complex rules
- Understanding of basic computing concepts
- Application of techniques relevant to the work area
- Developing knowledge of statutory requirements relevant to the work area
- No formal qualifications required

OR

- Entry point for three year degree/associate diploma/appropriate certificate without experience

OR

- Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required

OR

- Appropriate on-the-job training and relevant experience.

Progression

- Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate
- The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work
- Graduates will advance to the 1st increment of level 3 after twelve months' satisfactory service.

LEVEL 3

Activities/Functions

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.

Complexity of Task Level of Autonomy

- Application of procedures, methods and guidelines which are well established
- May set outcome/objectives for specific projects
- Works under general direction with assistance available from senior officers
- Works under general supervision
- Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.

Initiative and Judgement

- Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.

Problem Solving

- Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.

Provision of Advice/Support/Assistance

- 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.

Time Management & Organisational Skills 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.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- establishing goals, objectives and outcomes for their own particular work program
- undertaking some complex operational work
- supervision
- dealing with formal disciplinary issues within the work area
- utilising a basic knowledge of the principles of human resource management
- assisting subordinate staff with on-the-job training.

Where Prime Responsibility Lies in a Technical Field

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

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

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)

- Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.

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/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.

Where Prime Responsibility is in Child Care

Perform the duties of assistant director in child care centre

- Supervise qualified and unqualified workers, plan and co-ordinate training programs
- Develop, plan the educational and/or development programs for areas within the centre
- Supervise qualified/unqualified workers, plan and co-ordinate training programs.

Where Prime Responsibility is in Environmental Services

- 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
- Undertake minor development assessment duties and could include:-
 - administer the requirements of the planning Act
 - checking applications for compliance
- Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies
- Undertake basic health or building inspections.

Where the Prime Responsibility is in Community Services

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
- administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

Requirements of the Job

- Thorough knowledge of work activities performed within the work area
- Sound knowledge of procedural/operational methods of the work area
- May utilise professional or specialised knowledge
- Ability to apply computing concepts
- Working knowledge of statutory requirements relevant to the work area
- Entry level for four year degree in the relevant discipline

OR

- Entry level for three year degree plus graduate diploma in the relevant discipline

OR

- Associate diploma with experience

OR

- Three year degree plus 1 year professional experience in the relevant discipline
- OR
- Appropriate certificate with relevant experience
- OR
- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2
- Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work
- Graduates shall advance to the 3rd increment after 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
- 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.

LEVEL 4

Activities/Functions

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.

Complexity of Task Level of Autonomy

- Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established
- Required to set specific performance outcomes and further develop work methods where general work procedure is not defined
- Work under general direction with assistance usually available.

Initiative and Judgement

- 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.

Problem Solving

- Solution to moderately complex problems generally found in precedents, guidelines or instructions.

Provision of Advice/Support/Assistance

- Provide specialist expertise/advice in relevant discipline
- Contribute knowledge in establishing procedures in the appropriate work related field.

Time Management & Organisational Skills

- 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.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- duties of a specialised nature requiring the development of expertise over time or previous knowledge
- providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems
- a substantial component of supervision or provide specialist expertise
- supervision of various functions within a work area or projects
- supervision of contractors.

Where Prime Responsibility Lies in a Technical Field

Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:-

- utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.

Where the Prime Responsibility is in the Works Area

Assist senior officers with the establishment of work programs of a complex nature and could include:-

- supervision of various functions in a work area/projects/part of total works program
- responsibility for work groups or lead a team within a discipline related project or works program
- responsibility for completion of assignments/standard and quality of work/compliance with regulations, codes and specifications
- responsibility for part of works program budget.

Where Prime Responsibility is in Libraries

Carry out a variety of activities in the field of library services:-

- utilise initiative/judgement in the selection and application of established principles, techniques and methods.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Manage a recreation complex (aquatic or non aquatic).

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.

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.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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:-

- identification of specific or desired performance outcomes
- application of computer programming knowledge and skills in systems development, maintenance and implementation
- undertake computer operations requiring technical expertise and experience.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 35 places and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-

- compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc.
- site inspection

- advise on general planning procedures/requirements and development/land division applications etc.

Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:-

- building or health applications including liaison with clients
- plans, permits, applications, etc.
- site inspection.

Where the Prime Responsibility is in Community Services

Assist senior officers with the planning and co-ordination of a community program of a complex nature.

Requirements of the Job

- Knowledge of statutory requirements relevant to work area
- Knowledge of section procedures, policies and activities
- Sound discipline knowledge gained through previous experience, training or education
- Knowledge of the role of departments within council and/or service functions
- Specialists require an understanding of the underlying principles in the relevant disciplines
- Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience

OR

- Associate diploma with relevant experience

OR

- Lesser formal qualifications with substantial years of relevant experience

OR

- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Progression

- 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.

LEVEL 5

Activities/Functions

- Responsible for a range of functions within the section and/or department.

Complexity of Task Level of Autonomy

- Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined
- Required to set specific performance outcomes and further develop work methods
- Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.

Initiative and Judgement

- Exercise initiative and judgement where procedures not clearly defined.

Problem Solving

- Solution to problems generally found in documented techniques, precedents and guidelines.

Provision of Advice/Support/Assistance

- Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.

Time Management & Organisational Skills

- Plan and organise their own work and that of subordinate staff.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in establishing section/department programs and procedures
- responsibility for a moderately complex project
- a minor phase of a broader or more complex professional assignment
- specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer
- control of projects and/or programs
- assisting in the preparation/prepare department or section budgets
- supervision of section or in the case of small council, a department
- supervision of contractors
- setting priorities and monitor workflows in areas of responsibility
- establish the most appropriate operational methods for section/department
- setting outcomes for subordinate officers
- work may span more than one discipline.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:-

- operational responsibility for works programs
- exercising judgement and initiative where procedures not clearly defined
- establishing works programs in small councils.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

- Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

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

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.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Responsibilities could include:-

- exercise responsibility for a specialised area of council
- provision of advice and assistance when non-standard procedures and processes are required
- understanding of all areas of computer operation
- undertake programming in specialist areas
- exercise responsibility for a specialised area of councils computing operation
- undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/displays.

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 60 places, and could include:-

- formulation and evaluation of annual budgets in liaison with committee
- develop, plan and supervise the implementation of educational and/or developmental programs for children
- formulate and evaluate annual budgets in liaison with committee
- staff recruitment.

Where Prime Responsibility is in Environmental Services

- Undertake duties in the disciplines of building and health.

Where the Prime Responsibility is in Community Services

- Plan, develop and operate a community service program of a moderately complex nature.

Requirements of the Job

- Knowledge of departmental programs, policies and activities
- Sound discipline knowledge gained through experience
- Knowledge of the role of council's structure and service
- Relevant degree with relevant experience

OR

- Associate diploma with substantial experience

OR

- Qualifications in more than one discipline

OR

- Less formal qualifications with specialised skills sufficient to perform at this level

OR

- Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Progression

- 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.

LEVEL 6

Activities/Functions

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.

Complexity of Task Level of Autonomy

- Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.
- Sets outcomes for the work area of responsibility to achieve objectives of the department/council.
- Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.

Initiative and Judgement

- 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.

Problem Solving

- Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.

Provision of Advice/Support/Assistance

- 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.

Time Management & Organisational Skills

- Managing time is essential to achieve outcomes.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- significant projects and/or functions
- a range of duties within the work area, including problem definition, planning and the exercise of judgement
- management of significant projects and/or works programs and/or functions
- assisting with/prepare budgets
- control and co-ordination of a work area within budgetary constraints
- supervision/management responsibilities exercised within a multi-disciplinary, or major single function/operation or work area
- implementation of effective human resource management
- supervision of contractors
- managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation
- appreciation of the long term goals of council
- positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Where Prime Responsibility Lies in a Technical Field

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.

Where the Prime Responsibility is in the Works Area

Develop, supervise and implement significant works programs and/or a large outside workforce and/or contractors and could include:-

- review of operations to determine their effectiveness
- control and co-ordination of the works program within budgetary constraints.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

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).

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to general responsibilities.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

Supervision/management responsibilities exercised within a multi-discipline.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation
 - Discipline knowledge gained through experience, training or education
 - Appreciation of the long term goals of the organisation
 - Detailed knowledge of program activities and work practices relevant to the work area
 - Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department
 - Comprehensive knowledge of statutory requirements relevant to the discipline
 - Degree with substantial experience
- OR
- Associate diploma with substantial experience
- OR
- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

*Not relevant to this level.

LEVEL 7

Activities/Functions

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.

Complexity of Task Level of Autonomy

- Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community
- Set outcomes for the work area/section/function
- Work under limited direction with guidance not always readily available within the organisation.

Initiative and Judgement

- 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.

Problem Solving

- Solution to complex problems involves the selection of methods and techniques based on sound judgement.

Provision of Advice/Support/Assistance

- 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.

Time Management & Organisational Skills

- Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- responsibility for a significant work area
- development of work practices and procedures for various projects
- development and implementation of significant operational procedures
- reviewing operations to determine effectiveness
- develop appropriate methodology and apply proven techniques in providing specialised services
- prepare budget submissions for senior officers and/or council
- management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes
- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed
- good understanding of the long term goals of council
- manage a works program or work area of council
- undertake the control and co-ordination of a section, department and/or significant work area.

Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

Where Prime Responsibility Lies in a Technical Field

Responsible for the control and co-ordination of projects in accordance with corporate goals.

Refer to general responsibilities.

Where the Prime Responsibility is in the Works Area

- Develop and implement significant works programs.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

Refer to general responsibilities

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to general responsibilities

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Comprehensive knowledge of council policies and procedures
- Application of a high level of discipline knowledge
- Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience

OR

- Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

- Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.

LEVEL 8

Activities/Functions

Exercise managerial responsibility for a department/council's relevant activity, and could include:-

- functions across a range of administrative, specialist or operational areas
- operation as a senior specialist providing multi-functional advice to various departments or council.

Complexity of Task Level of Autonomy

- Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals
- Identification of current/future options and the development of strategies to achieve outcomes
- Work under broad direction and formulate, implement, monitor and evaluate projects/programs or control organisational elements
- Undertake duties of an innovative, novel or critical nature.

Initiative and Judgement

- Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

Problem Solving

- 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.

Provision of Advice/Support/Assistance

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.

Time Management & Organisational Skills

- Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

General Responsibilities

Officers at this level have responsibilities which will/may include:-

- involvement in the initiation and formulation of extensive projects/
- programs which impact on council's goals and objectives
- undertaking work of significant scope and/or complexity
- extensive projects/
- programs in accordance with department/corporate goals
- development, implementation and evaluation of goals
- management of a work area of council at a higher level of ability
- management of service delivery
- management of a department/section or operate as a senior specialist
- application of a high level of analytical skills to attain and satisfy council objectives
- little or no professional direction
- authority to implement and initiate change in area of responsibility.

Positions at this level will demand responsibility for decision making within the constraints of corporate policy.

Where Prime Responsibility Lies in a Technical Field

Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:-

- technical support programs and subprograms within the framework of council's operating program
- consultancy service
- development/revision of methodology/techniques.

Where the Prime Responsibility is in the Works Area

Establish, control and organise on-going plans and programs for department/council and could include:-

- administering complex policy and works program matters.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

Where Prime Responsibility is in a Recreation Complex (Aquatic or Non Aquatic)

*Not relevant to this level.

Where the Prime Responsibility is in the Local Animal and Plant Control Board

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

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.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

- Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

- Detailed knowledge of council policy, programs and the procedures and practices
- High level of discipline knowledge
- Detailed knowledge of statutory requirements
- Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)

OR

- Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard

OR

- A combination of experience, expertise and competence sufficient to perform the duties of the position.

Progression

*Not relevant to this level.

Schedule 3 – Glossary of Terms

ACTIVITY

Tasks performed within a function

BASIC

Fundamental, uncomplicated.

COMPLEX

- Limited complexity
Relates to work which involves the application of established principles, practices and procedures. Generally, actions and responses which can be readily identified and repeated from previous experience.
- Moderately complex
To a lower degree than complex, less extensive.
- Complex
Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.
- Very complex
The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

CONTROL

To exercise direction, guiding or restraining power over, to check or regulate, to keep within limits.

CO-ORDINATE

Bring together all common activities to achieve an integrated outcome.

CRITICAL

An indicator that a component, issue or decision is fundamental to subsequent actions, considerations and decisions, crucial.

DIRECTION

- Close direction
Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.
- Regular direction
Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officers work is subject to progress checking.
- General direction
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers, is subject to final checking and, only as required, progress checking.
- Limited direction
Officers receive limited instructions which clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.
- Broad direction
Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the

determination of goals and objectives.

ENVIRONMENTAL HEALTH OFFICER

Is an officer who holds a degree in Environmental Health or equivalent, who is eligible for full membership of the Australian Institute of Environmental Health.

ESTABLISH

To set up, to institute, to place on a firm basis.

EXERCISE

To bring to bear or employ actively (as in exercising authority or influence).

EXPERIENCE

- Experienced
This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.
- Considerable experience
This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.
- Extensive experience
This means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

FUNCTION

A collection of activities which may constitute the whole or part of a discrete work area.

GRADUATE

Degree holder.

GUIDANCE

Providing or receiving information on policies, procedures and practices.

IMPLEMENT

To carry out, to perform acts essential to the execution of a plan or program, to give effect to.

INITIATE

To originate, to introduce in the first instance, to cause or bring to pass by original act, as in organising a plan, policy or procedure.

INNOVATIVE

Relates to the extent to which there is a requirement to vary from or make changes to accepted processes and systems.

INSTRUCTION

Imparted to another, directions given.

INTERPRET

To clarify or explain, translate.

JUDGEMENT

Application of an amalgam of knowledge and experience to derive appropriate decisions.

KNOWLEDGE

An understanding of techniques, principles, procedures and practices gained through either study of the relevant theory/or through experience gained over time.

- Developing knowledge

A learning process which will leads to knowledge of.

- Working knowledge
Sufficient to perform function.
- Sound knowledge
Well founded, reliable.
- Comprehensive knowledge
Embracing a wider range.
- Detailed/thorough knowledge
complete.

MAINTAIN

To keep possession of, to hold or keep in any condition, to keep up to date or current, as to maintain records.

MANAGE

To control, to exercise control or domination over, bring under influence, conduct/direct the working of, responsible for direction, quality, outcome, operation of.

MANAGEMENT

The technique or practice of managing or controlling.

MONITOR

Check on a regular basis.

NEGOTIATE

To confer with others with a view to reaching agreement.

NOVEL

Extension and application of theoretical principles beyond the normally accepted environment, i.e., creative research or the introduction of new technology.

OPERATION

An action or series of actions done to produce a particular result.

- Operational responsibility
- Answerable for the day to day running.

OVERSIGHT

To look after, guide the work of others, to allocate work without quality/quantity control.

PRACTICE

Regular or systematic action, method.

PROCESS

Course of action, method of operation, to handle in accordance with a prescribed procedure, as in processing work or requisition.

PROFESSIONAL

Requires in its application levels of theoretical knowledge which have been attained only through tertiary study.

PROGRAM

A specially arranged selection of things to be done, a plan, schedule or procedure, to arrange or work out a sequence of operations to be performed.

PROJECT

A proposal, scheme or design, detailed study of a particular subject.

RESPONSIBLE

Liable to be called to account, answerable, accountable for actions.

REVIEW

To rework in order to correct or improve, to make a new, improved or up to date version.

ROUTINE

Regular course of procedure, unvarying performance of certain acts, performed by rule.

SIGNIFICANT

Noteworthy, of considerable amount of effect or importance.

SUPERVISION

To direct, to inspect with authority, to guide and instruct with immediate responsibility for purpose of performance, to superintend, to lead, to allocate work and check against given standards.

- Direct supervision

To control the progress, quality, quantity of.

- Regular supervision

Systematic.

- General supervision

Ongoing, not going into detail.

SUBSTANTIAL

Ample or considerable amount.

SUPPORT

To contribute to the success of, to form a secondary part, subordinate.

TECHNICAL OVERSIGHT

To look at, look after the technical aspect of an activity/function

TRAINEE - LEVEL 2

An officer under the age of 21 years of age classified at level 2 who performs functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices, and who is receiving structured training on a regular basis, according to an appropriate training plan, agreed between the employer and the employee.

UNDERLYING

Fundamental, to form the basis or foundation

