

# CITY OF HOLDFAST BAY AND ALWYNDOR AGED CARE EMPLOYEE ENTERPRISE AGREEMENT (NO.2) 2010

File No. 03468 of 2010

**This Agreement shall come into force on  
and from 31 August 2010 and have a life  
extending for a period of until 24 June  
2013.**

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

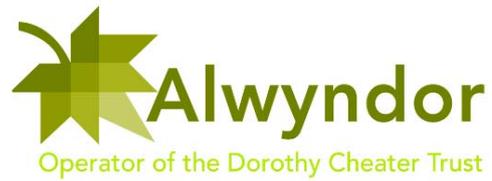
DATED 31 AUGUST 2010.



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\_\_\_\_\_  
COMMISSION MEMBER





**CITY OF HOLDFAST BAY**

**and**

**ALWYNDOR AGED CARE EMPLOYEE  
ENTERPRISE AGREEMENT (No. 2) 2010**

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# **APPLICATION and OPERATION of AGREEMENT**

## **1. TITLE**

This Enterprise Agreement will be known as the City of Holdfast Bay and Alwyndor Aged Care Employee Enterprise Agreement (No. 2) 2010.

## **2. DURATION OF ENTERPRISE AGREEMENT**

This Enterprise Agreement will operate from the date of lodgement with the Workplace Authority (or its successor), and has a nominal expiry date of 24 June 2013.

Despite this term the Enterprise Agreement will continue in force until superseded by a replacement Enterprise Agreement.

## **3. PARTIES BOUND**

The parties to this Enterprise Agreement are:

- City of Holdfast Bay (Alwyndor Aged Care) (“the Employer”); and
- The administration and clerical employees, except senior officers, who are paid by the Employer (“the Employee”); and
- The Community Services Co-ordination staff who are paid by the Employer (“the Employee”); and
- The Social Workers who are paid by the Employer (“the Employee”).

## **4. AREA OF OPERATION**

This Enterprise Agreement applies to employees who perform administrative work at Alwyndor Aged Care, 52 Dunrobin Road, Hove in the State of South Australia.

## **5. RELATIONSHIP TO PARENT AWARD and EMPLOYMENT POLICIES**

- 5.1 This Agreement shall be read and applied in conjunction with the terms of the South Australian Municipal Salaried Officers Award (Award), as amended from time to time, provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.
- 5.2 Alwyndor Aged Care administrative policies will also be read in conjunction with the Award and this Agreement, but do not form part of this Agreement, except where such policies are specifically included in this Agreement.
- 5.3 The parties intend to consult over any proposed changes to such arrangements with a view to maintaining co-operative workplace relations.

## **6. RELATIONSHIP OF ENTERPRISE AGREEMENT**

This Agreement supersedes and entirely replaces (by rescission) all previously certified agreements applying to the Employer and Employees. This rescission will apply to all previous agreements that have been certified by the Australian Industrial Relations Commission and the SAIRC.

## **7. TERMINATION OF ENTERPRISE AGREEMENT**

This Enterprise Agreement may be terminated after its nominal expiry date when all parties and the majority of employees covered by this Enterprise Agreement consent to its termination in accordance with the Fair Work Act (SA) 1994..

## **8. NO EXTRA CLAIMS**

The parties agree that no further claims will be sought for the duration of this Enterprise Agreement.

## 9. NEGOTIATION OF FURTHER AGREEMENT

The parties commit themselves to commence negotiations for a further Agreement not later than six months prior to the expiration of this Agreement.

## 10. AIMS AND OBJECTIVES OF THIS AGREEMENT

10.1 The parties acknowledge that the salary increases negotiated in this Agreement comprise of payment in advance for the changes contained herein.

10.2 The objective of the parties to this Agreement is to continue to implement measures that provide for more flexible working arrangements, improve the efficiency and productivity of the Council's operations, enhance skills and job satisfaction and achieve sustainable savings in operational costs.

10.3 The parties are committed to achieving these objectives through a process involving open consultation and a program of continuous improvement.

10.4 The aims of this Agreement are:

- To increase productivity and improve the quality and efficiency of customer service delivery of Alwyndor Aged Care;
- To create systems that support the identification and achievement of savings to operational budgets; and
- To establish a working environment and practices which lead to a sustainable level of employment security and improved job satisfaction.

10.5 Our aims will be achieved by developing and supporting:

- A flexible workforce and management structure;
- An enterprising workplace culture committed to a process of continual improvement and the success of the Alwyndor Aged Care; and
- A necessary mechanism for change through a participative and consultative process.
- The objectives of this Agreement is to:
  - Encourage and develop a high level of skill, innovation and excellence amongst all Employees;
  - Develop a high degree of participation, team work, trust and shared commitment to the strategic directions of the Alwyndor Aged Care; and
  - Achieve real and sustainable improvements in operational budgets, productivity and customer service.

10.6 These objectives are to be achieved by:

- Maintaining the training and skills improvement program within the Alwyndor Aged Care for all Employees. Such a program will enable Employees to increase their level of individual expertise and in turn improve the excellence of the Alwyndor Aged Care through the provision of improved career paths and opportunities;
- Establishing performance indicators and the use of benchmarks to identify levels of efficiency, flexibility and productivity to facilitate real and continuous improvements; and
- Developing monitoring systems to capture operational savings, reviewing work practices and developing new and improved processes.

## 11. DEFINITIONS

In this Enterprise Agreement, unless expressed to the contrary:

**Act** means the *Fair Work Act 1994* (Sth Aust), as amended.

**Award** means the South Australian Municipal Salaried Officers Award and as amended.

**SAIRC** means South Australian Industrial Relations Commission.

**Enterprise Agreement** means the City of Holdfast Bay (Alwyndor Aged Care) Employee Enterprise Agreement (No. 2) 2010.

**Child** includes an adopted, adult, ex-nuptial or step child.

## 11. DEFINITIONS – Cont.

**Community Services Staff** means an administrative employee engaged in the assessment, co-ordination and rostering of community-based support services.

**Confidential Information** means:

- (a) information relating to the business affairs and employees of employer;
- (b) matters of a technical nature, future directives and policies, technical data pertaining to the general affairs of the employer, internal procedures and information, financial information, information pertaining to other employees, salaries, strategic and business plans and like information relating to the employer;
- (c) other information which the employer tells the employee in confidence or which, if disclosed, the employee knows, or ought reasonably to know, would be detrimental to the employer;
- (d) all other information which is imparted to the employees in circumstances which the employee knows, or should reasonably know, that the information is confidential to the employer or any other persons with whom the employer is concerned; and

excludes any information which is public knowledge otherwise than as a consequence of a breach of the employees' obligations under this Enterprise Agreement or breach by some other person of a duty of confidence to the employer.

**Consultation** is a process that will have regard to employees' interests in the formulation of plans and policy that have a direct impact upon them. It provides employees with the genuine opportunity to have their viewpoints heard and for them to contribute effectively to any decision making process prior to a decision being made. Consultation allows for decisions to be made giving due regard to matters raised by employees.

**Continuous improvement** means the on-going process of review and improvement to work practices.

**De facto spouse** means a person living with an employee as the employee's husband, wife or partner on a genuine domestic basis, although not legally married to the employee.

**Employee** means the employee of the employer who performs work covered by this Enterprise Agreement.

**Employer** means the City of Holdfast Bay (Alwyndor Aged Care).

**Fund** shall mean The Local Government Superannuation Scheme.

**GM** means the General Manager Alwyndor Aged Care or his/her designate.

**Immediate family or household member** means an employee's spouse, child, parent, grandchild, grandparent or sibling, or the child, parent, grandchild, grandparent or sibling of the employee's spouse.

**Occupational superannuation contributions** means contributions which the employer must pay to a superannuation fund in respect of the Employee in order to avoid the imposition of superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act* 1992, and any additional superannuation contributions which the Employer agrees to pay in respect of an Employee.

**Ordinary time earnings** means the remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay, including all payments arising from the Enterprise Agreement, shift allowances, and other work related allowances applicable to the working of ordinary hours, but does not include bonuses, commission or payment for overtime

**Parties** means the employees and the employer.

**Performance criteria** means the criteria against which the performance of employees is to be assessed under clause 3.

**Spouse** includes a former spouse, de facto spouse or a former de facto spouse.

**Super SA-NT or Local Super** means the Local Government Superannuation Scheme.

## **12. EMPLOYEE RELATIONS**

- 12.1 The parties recognise the need to maintain mutual trust and understanding in employee relations throughout the organisation.
- 12.2 The parties agree to continue to focus on an industrial relations approach of 'employee relations, where consultation and negotiation are viewed as essential.
- 12.3 The parties agree that enhanced communication processes will improve the implementation of strategies contained in the Enterprise Agreement and enhance the efficiency of day to day operations.
- 12.4 The employer is committed to employee consultation in that opportunities will be provided for employees to be involved and express their opinions before changes occur which are likely to have a significant impact on the workplace and their jobs.
- 12.5 Where issues relating to the operation of this Enterprise Agreement are not resolved through this consultation process at the local work site they will be referred to the Single Bargaining Unit for further consultation.
- 12.6 **Single Bargaining Unit (SBU)**
- 12.6.1 The SBU shall comprise, at a minimum, three (3) employee representatives and Two (2) employer representatives.
- 12.6.2 The role of the SBU shall be:
- 12.6.2.1 To reach decisions through consensus that shall operate as recommendations to the parties they represent;
  - 12.6.2.2 To consider reports and ideas generated by representatives on a range of issues in relation the Enterprise Agreement;
  - 12.6.2.3 To distribute minutes of meetings together with regular bulletins;
  - 12.6.2.4 To make themselves available to employees for the purpose of receiving and providing information;
  - 12.6.2.5 To consider and implement agreed suggestions for continuous improvement and to document and record these suggestions; and
  - 12.6.2.6 To review and monitor the operation and implementation of this Enterprise Agreement by meeting on a regular basis at no less than six (6) monthly intervals.
- 12.6.3 The employer recognises the need for support and resources to enable SBU representatives to properly carry out their role.

## EMPLOYMENT STANDARDS

### 13. RECRUITMENT

Alwyndor Aged Care confirms that its preferred position is to recruit from within rather than to recruit external applicants. This aids the career paths of employees, provides opportunities for employees 'down the line' to progress to more senior levels and is of benefit to the employer by utilising the expertise within the existing employee group.

- 13.1 If, when a position is vacant, a choice of suitably qualified and experienced applicants exists, the vacancy will be advertised internally within the employer's workplace.
- 13.2 Where the recruitment base is considered as unduly restrictive, a vacancy may be simultaneously advertised externally and within the employer's workplace.
- 13.3 Appointment to all vacancies shall be made on the basis of 'merit', except where re-deployees are available who may, either with or without training, be able to satisfactorily perform the duties. In such cases, preference shall be afforded to such employees.
- 13.4 All existing employees who apply for a vacant position and meet the selection criteria developed from the Job Description will be granted an interview.
- 13.5 Internal applicants who are unsuccessful in gaining an advertised position will be provided with feedback from the selection panel and, where applicable, with appropriate training to further their career opportunities.
- 13.6 **Contract Positions**
  - 13.6.1 Where the employer decides to create a permanent position from a position that was previously a fixed term contract position, the incumbent shall have the same opportunity as all permanent employees in applying for the position.
  - 13.6.2 Provided a contract employee on the employer's payroll has worked for the employer for a minimum of six (6) months, that employee will be able to apply for positions advertised internally.

### 14. APPOINTMENT AND QUALIFICATION PERIOD

- 14.1 All employees' employment shall be subject to a qualifying period of up to six (6) months from initial engagement with the employer.
- 14.2 At the conclusion of the term of a period not exceeding six (6) months but as stipulated in the letter of offer, and whenever necessary prior to that time, the performance of the employee shall be assessed.
- 14.3 Either party may terminate an employee's employment during the qualifying period by the provision of one (1) week's notice.

### 15. CASUAL EMPLOYMENT

- 15.1 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 20%, in addition to the appropriate ordinary time hourly rate prescribed under this Enterprise Agreement for the normal duties involved.
- 15.2 The 20% loading compensates the casual employee for the non-applicability of leave entitlements (other than long service leave where applicable) and payment for public holidays not worked.
- 15.3 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. A written copy of any such mutual agreement shall be signed by the employer and employee.

## 15. CASUAL EMPLOYMENT – Cont.

15.4 A casual employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under Clauses 37 and 38 of this Enterprise Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the 20% loading.

### 15.5 Caring responsibilities

- (i) Subject to the evidentiary and notice requirements casual employees are entitled to not be available to attend work, or to leave work if they need, to care for members of their immediate family or household who are ill, injured or affected by an unexpected emergency, or upon the birth of a child or upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee shall agree on the period for which the employee will not attend work as a consequence of their carer's responsibilities. In the absence of agreement, the employee is entitled to be unavailable to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 16. PART-TIME EMPLOYMENT

16.1 A part-time employee is an employee employed for, on average, less than 38 hours per week. The provisions of this Enterprise Agreement shall apply on a pro-rata basis to any such employee.

16.2 Subject to the provisions of clause 16.3 hereof overtime and penalty rates shall apply to a part-time employee in either of the following circumstances:

16.2.1 where work is performed outside of the ordinary span of hours set out in clause 32.1 of this Enterprise Agreement.;

16.2.2 where in any two (2) month block, commencing at the beginning of any calendar year, the employee has worked sufficient additional hours to exceed the number of weekly hours for which the employee is contracted:

Contracted hours      120 hrs per 2 months (calendar)  
(15 hours per week)

Actual hours worked    160 hours over 2 months (calendar)

Additional hours worked 40 hours (more than 16 hours therefore overtime rates apply)

Minus

Ordinary time          16 hours  
25 hours @ appropriate overtime rates

16.3 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 of an increase or decrease in normal hours of duty.

16.4 A part-time employee shall be required to work the equivalent hours as a full-time employee works within a 12 month period in order to qualify for incremental progression within the classification level.

## **17. FIXED TERM EMPLOYMENT**

- 17.1 The employer may engage an employee for a fixed term contract of employment to undertake a specific project of limited duration or work of a limited duration or where employment is being facilitated by funding from an external source.
- 17.2 The employer may engage an employee in circumstances other than those provided for in 17.1 where the employee agrees to employment for a fixed term.
- 17.3 A written agreement, which sets out the terms and conditions of the contract, including the nature of the duties and the employee's classification, shall be signed by the employer and the employee.

## **18. WORKERS ELIGIBLE FOR A SUPPORTED WAGE**

Workers Eligible for a Supported Wage will be in accordance with Clause 3.1.6 of the Award and as amended from time to time.

## **19. EMPLOYEE ASSISTANCE PROGRAM**

- 19.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the employer will provide employees with access to professional, independent and confidential counselling services at no cost to the employee. A self-referral service will be available for easy access by all employees.
- 19.2 To assist in monitoring the use of the Employee Assistance Program, the provider will be asked to provide a summary report of the use of the service each quarter. A copy of this report will be made available to the occupational health, safety and welfare committee.
- 19.3 In order to verify and authorise the service provider's invoices, employees must produce a copy of their most recent pay slip upon attendance

## **20. OCCUPATIONAL HEALTH, SAFETY AND WELFARE**

- 20.1 The parties recognise the importance of an effective occupational health, safety and welfare program in providing a safe work environment for all employees. It is further recognised that improved occupational health, safety and welfare will increase productivity by reducing the number of incidents / accidents and therefore lost time.
- 20.2 The necessity to fulfil obligations outlined in *Occupational Health, Safety and Welfare Act 1986* (SA) is recognised and the parties are committed to ongoing training in this area.
- 20.3 Where work practices are altered, occupational health, safety and welfare will be of prime importance.
- 20.4 In accordance with the employer's occupational health, safety and welfare policy, employees are prohibited from smoking within the employer's buildings and on property owned and/or leased by the employer (including vehicles).

## **21. CONFIDENTIALITY OF INFORMATION**

- 21.1 Employees will, while employed and after termination, keep secret and confidential all documents, information and intellectual property relating to the employer, its employees (including volunteers, elected members and its Board, unless disclosure or use is consistent with the proper discharge of the Duties and responsibilities of the employee's employment, or is made in accordance with a legal obligation to do so.
- 21.2 Upon the termination of employment or otherwise when directed, employees will forthwith deliver to the employer all documents and other property in the employee's possession or under the employee's control, which in any way relate directly or indirectly to the business of the employer.
- 21.3 The obligation under this clause shall survive an employee's termination of employment.

## **22. CONTINUOUS SERVICE**

### **22.1 Maintenance of Continuous Service**

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

- a) absence of the employee from work in accordance with the employee's contract of employment or any provision of this Enterprise Agreement;
- b) absence of the employee from work for any cause by leave of the employer;
- c) absence from work on account of illness, disease or injury;
- d) absence with reasonable cause. Proof of such reasonable cause lies with the employee.
- e) interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Enterprise Agreement, the Act or *Long Service Leave Act 1987* (SA).
- f) interruption or termination to the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute.
- g) transfer of the employment of an employee from the employer to another local government council subject to the provisions of the *Local Government Act 1999* (SA).

### **22.2 Calculation of period of service**

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

- a) to the extent that the employee receives or is entitled to receive pay for the period; or
- b) where the absence results from a decision of the employer to stand down the employee without pay.

## WORK ARRANGEMENTS

### 23. HOURS of WORK

In order to meet the challenge of providing an improved customer service, the parties recognise that flexible working hours may be required. It is further recognised that an employee's family requirements may require flexibility in working hours.

- 23.1 Normal working hours (**prescribed hours**) shall be as outlined in the contract of employment provided to the employee upon commencement of employment. However the ordinary span of hours will be 7.00 am - 7.00 pm. All full-time employees are expected to be present in the workplace during the core hours, which are 10.15 am to 3.45 pm, Monday to Friday inclusive. By arrangement (temporary or permanent) with the relevant GM and/or Manager, and subject to work team requirements, an employee's prescribed hours may be varied (by mutual agreement in writing).
- 23.2 An employee may commence work one (1) hour before or two (2) hours after his/her prescribed commencement time and work until up to two (2) hours after his/her prescribed finishing time on any day (Monday to Friday), subject to the following conditions:
- 23.2.1 Additional hours of work shall be determined by mutual agreement between the employee and their Manager;
- 23.2.2 An employee shall not be required to work more than five (5) additional hours per week, unless he/she agrees to do so;
- 23.2.3 Hours worked in addition to 8 hours per day may be accrued at ordinary time and taken as time in lieu. Such accrued time in lieu may be taken by the employee in a maximum of two day blocks, at a time mutual agreed (between the Manager and the employee) within three months of the time having accrued. Where the accrued time off cannot be taken within three months (due to organisational constraints), it shall be paid out at overtime rates;
- 23.2.4 Time off in lieu (Toil) balance must not exceed 20 hours in accrual unless mutually agreed between the employee and their manager.
- 23.2.5 An employee who is required to work more than two (2) hours after the employee's prescribed finishing time shall be entitled to a meal allowance at the rate prescribed in this Enterprise Agreement.

### 24. JOB SHARING

- 24.1 Job sharing occurs when one (1) full time equivalent position is divided between two (2) or more employees. This process promotes a more flexible workforce that is able to respond more quickly to organisational changes.
- 24.2 By arrangement (either temporary or permanent) with the GM, job sharing may be granted and an employee's prescribed hours may be varied by mutual agreement between the parties and recorded in writing.
- 24.3 On the resignation of one of the job sharing employees, the remaining employee(s) will have the option to renegotiate their respective hours and the hours of the position will be maintained.

### 25. WORK FROM HOME

- 25.1 By mutual arrangement with the GM and the employee, working from home in lieu of attending the workplace may be granted, in special circumstances and provided the employee's home meets the employer's occupational health, safety and welfare standards.
- 25.2 This clause is applicable only to work carried out during normal working hours.

## **26. LUNCH BREAK / RECEPTION AREA BREAKS**

- 261 The normal lunch break for employees shall be as outlined in the contract of employment. An employee must take a minimum of 30 minutes for lunch. With the approval of the reporting Manager, an employee may extend their lunch break by up to two (2) hours provided the eight (8) hours of work are completed on that day.
- 26.2 The normal lunch break for employees shall be 30 minutes without change to the current working hours.
- 26.3 Employees shall be expected to take their lunch breaks (being a minimum of 30 minutes) between 11.30-2.30pm

## **27. FLEXIBLE WORKING ARRANGEMENTS**

An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the span of ordinary hours provided in Clause 23 above.

## **SALARY and ALLOWANCES**

### **28. CLASSIFICATION AND RATES OF PAY**

- 28.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Schedule 1 of this Enterprise Agreement and will include for salary purposes relevant prescribed allowances.
- 28.2 The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 28.3 In classifying an employee, an employer shall observe the procedure contained in Schedule 2 of this Enterprise Agreement to apply the appropriate salary level. On initial appointment, the employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate increment point for classification.
- 28.4 Where an employee disagrees with the classification assigned by the employer, he/she may bring the matter for determination to either the Board of Reference constituted under this Enterprise Agreement or the AIRC, provided that such application is made whilst the employee is in the employment of the employer.
- 28.5 An employee may, upon written request, have his or her classification reviewed by the employer. The review shall be conducted in accordance with the provisions of clause 28.3 and 28.4 above.
- 28.6 Where an employee is reclassified, it shall be done on a point-to-point basis. That is, the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

### **29. PAYMENT OF WAGES**

- 29.1 The employer will pay wages by way of direct transfer into a bank (or other recognized financial institution) account as nominated by the employee. The employer may also decide to pay employee wages by way of cheque.
- 29.2 The employer shall keep adequate time, leave accrual and payment records, together with the details of all deductions that are made from gross salary in accordance with the requirements of the Act.

### **30. WAGE ADJUSTMENTS**

On lodgement of this Enterprise Agreement, the employer shall pay the following wage increases (see also Schedule 1) from the first full pay period on or after 24 June 2010

- 30.1 A 4.5% increase effective from first full pay period on/after 24 June 2010
- 30.2 A 4.5% increase effective from first full pay period on/after 24 June 2011.
- 30.3 A 4.5% increase effective from first full pay period on/after 24 June 2012.

### **31. SALARY SACRIFICE**

- 31.1 Will be in accordance with Alwyndor Aged Care Salary Sacrifice Policy and Schedule 4 of this Agreement.
- 31.2 Full-time, employees who are party to this Enterprise Agreement shall be entitled to salary sacrifice up to a maximum annualised gross salary of \$30,000pa (\$16,049 excluding superannuation), or as amended by legislation from time to time.
- 31.3 All part-time and casual employees will have the benefit contained in clause 31.2 offered to them on a pro-rata basis, in accordance with policy.

## **32. SUPERANNUATION**

### **32.1 Definitions**

32.1.1 The **Fund** shall mean the complying fund into which the employer is required by law to make contributions. At the date of making this agreement the parties apprehend that the employer is required to make contributions to The Local Government Superannuation Scheme (**Local Super**). It is anticipated that choice may be available from January 2012. If at any stage during the period of operation of this Enterprise Agreement the parties establish that the employer can make contributions to a fund other than Local Super then the **Fund** for the purposes of this Enterprise agreement shall mean either HESTA or Local Super. **Ordinary time earnings** means the remuneration for the worker's normal weekly number of hours of work calculated at the ordinary time rate of pay, including all payments arising from the Enterprise Agreement, shift allowances, and other work related allowances applicable to the working of ordinary hours, but does not include bonuses, commission or payment for overtime

32.1.2 The subject of superannuation contributions is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth). The legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

### **32.2 Employer contributions**

The employer will make contributions to the Fund for an employee in accordance with the legislative requirements in clause 32.1.2. These contributions will be based on the employee's ordinary time earnings.

### **32.3 Voluntary employee contributions**

32.3.1 Employees who may wish to make voluntary contributions in addition to those paid by the employer pursuant to Clause 32.1 shall be entitled to authorise the employer (subject to the agreement of the employer) to pay these additional contributions from the employee's wages into the Fund from the employee's wages amounts specified by the employee.

32.3.2 Upon such authorisation, the employer shall be required to make the deduction and forward it to the Fund.

32.3.3 Additional employee contributions requested under this clause shall be subject to the following conditions:

- (a) The amount of the contribution shall be expressed in whole dollars; and
- (b) After the first contribution, the amount of contribution can only be adjusted from the first full pay period in July each year or unless mutually agreed.

## **33 HIGHER DUTIES**

Higher Duties will be in accordance with Clause 4.3 of the Award and as amended from time to time.

## **34. MEAL BREAKS AND MEAL ALLOWANCE**

Meal Breaks and Meal Allowances will be in accordance with Clause 4.4.4 of the Award and as amended from time to time.

## **35. MOTOR VEHICLE ALLOWANCE**

Motor Vehicle Allowance will be in accordance with Clause 4.4.5 of the Award and as amended from time to time. However, the rate of allowance applicable for all motor vehicles, except motor cycles, will be \$0.70 per km.

## **36. TRAVELLING EXPENSES**

All additional authorized travelling expenses, not covered by the above, incurred by any employee in the course of his/her official duty shall be paid by the employer.

## **37. PENALTY RATES ON ORDINARY TIME**

- 37.1 Employees who, as part of their ordinary hours of duty, regularly perform work outside the ordinary span of hours (being prior to 7:00am or after 7:00pm, Monday to Friday, inclusive), shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 37.2 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. The parties agree that Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- 37.3 Employees working on public holidays as part of their ordinary hours may elect to receive either:
- 37.3.1 150% in addition to their ordinary time rate of pay; or
  - 37.3.2 50% in addition to their ordinary time rate of pay plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 37.4 Employees who are regularly rostered over seven days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 37.5 If an employee works Saturday and Sunday as part of his/her ordinary week, then he/she should be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the parties.
- 37.6 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 38 of this Enterprise Agreement.
- 37.7 These provisions are not intended to alter or affect flexi-time or rostered hours arrangements as agreed by the parties.

## **38. OVERTIME**

- 38.1 All work performed in excess of the ordinary span of hours or in excess of 38 hours per week shall be paid for at the rate of time and a half for the first three (3) hours and double time thereafter until the completion of the overtime work.
- 38.2 All time worked on a Saturday before 12 noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 38.3 All time worked on a Sunday or after 12 noon on Saturday shall be paid for at double time.
- 38.4 All time worked on a public holiday as defined by clause 38.7 shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three (3) hours work at the appropriate overtime rate.
- 38.5 Employees paid at Level 6, increment 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5, increment 3 salary rate.
- 38.6 The employer and an 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.
- 38.7 Any employee shall attend meetings of employer or any of its committee whenever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

### **39. REST PERIOD AFTER OVERTIME**

Rest Period after Overtime will be in accordance with Clause 5.5 of the Award and as amended from time to time.

### **40. ON-CALL PAYMENT**

40.1 This Clause applies to Community Services Staff only.

40.2 Where a Community Services Co-ordinator is required to be on call as part of a regular on call roster, an on call payment shall apply for the on call period.

40.3 The rate of the on call payment shall be:

Monday to Friday	\$20.00 per night
Saturday	\$25.00 per night
Sunday	\$30.00 per night
Public Holidays	\$40.00 per night

40.4 Therefore, the weekly payment for Monday to Sunday is \$155.00 per week and where a Public Holiday falls within the week, the weekly payment will be \$175.00.

40.5 Any time worked is to be recorded and may be taken as TOIL in accordance with Clause 23.2 above.

### **41. PROTECTIVE CLOTHING AND UNIFORMS**

41.1 Where an employer requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.

41.2 An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires a uniform to be worn.

41.3 Employees who are required to handle chemicals in the course of their duties shall be entitled to an annual medical examination – being the difference between the Medicare rebate and the actual cost of the examination and shall be borne by the employer.

### **42. INSURANCE**

42.1 The employer will maintain a journey insurance cover, which will apply in respect of an employee's travel to and from work.

42.2 The employer will collect an annual premium from employees participating in the 24-hour journey insurance cover.

42.3 In the event of an employee has an accident in their private vehicle whilst on employer business, the employee will be required to claim costs through their own insurance cover scheme.

## LEAVE ENTITLEMENTS

### 43 TYPES OF LEAVE

- 43.1 All full-time staff (other than casuals, with the exception of long service leave and unpaid maternity/adoption leave) are entitled to the following provisions in accordance with the Alwyndor Aged Care (AAC) Leave Policy, the Award and as summarised in the below table.
- 43.2 Part-time staff will accrue leave entitlements on a pro-rata basis.
- 43.3 Annual leave loading is payable at 17.5% when taking annual leave.
- 43.4 Payment of Annual Leave must not be made or accepted in lieu of taking annual leave, (except in the case of termination of employment) unless as a last resort by the employee, approval in writing is obtained from the General Manager, Alwyndor Aged Care

Leave Type	Employee Category	Entitlement	Conditions
Annual Leave	All Staff, except Casuals	20-workdays cumulative for each year of continuous paid service. Part-time employees accrue pro-rata. Accrues at 1/13 <sup>th</sup> the number of nominal hours worked for each period of 4-week period worked of continual service.	AAC may give reasonable written notice to reduce entitlements greater than 40-workdays by no more than ¼.
Compassionate Leave	All Staff, except Casuals	Up to 2-work days paid leave per occasion. Leave in excess of entitlement may be unpaid leave. Other forms of leave may be accessed.	Available when a family member: (a) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or (b) dies. A medical certificate or other reasonable evidence may be needed for such leave.
Jury Service/ Witness Leave	All Staff	Maintain ordinary rate of pay during period of jury duty.	Must forfeit and reimburse to AAC all Jury Service or Witness fee to AAC, other than daily incidentals.
Leave Without Pay	Full-time and Part-time Staff only	For a period no greater than 12-months	Application must be in writing seeking GM approval with each case viewed on merit and organisational needs. Not recognised as continuous service

### 43. TYPES OF LEAVE – CONT.

Leave Type	Employee Category	Entitlement	Conditions
Long Service Leave	All Staff including casual staff members	<p>Entitled to 13-weeks leave after completing 10-years continuous service.</p> <p>Accrues at 1.3-work weeks for each completed year of service.</p> <p>Eligible for pro-rata after 7 years of continuous service.</p> <p>Pro-rata the full time rate subject to eligibility criteria.</p>	<p>Entitled to take leave on 60-days notice, unless mutually agreed.</p> <p>Staff members must take a minimum of 1- week of leave.</p> <p>Where a staff member has accumulated an entitlement in excess of 90-work days the ACC may give the staff member written notice to reduce their entitlement to 60-work days within a 2 year period.</p> <p>Staff members will not be required to take LSL if they agree to retire within 2 years.</p> <p>Recognition of prior service will be in accordance with the LSL Act.</p>
Parental Leave	All female staff	<p>Full-time and Part-time staff are entitled to 52-weeks leave, including 8-weeks paid leave, after 1-year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p>	<p>Required to provide minimum 10-weeks notice prior to the expected birth date.</p> <p>A medical certificate must be provided to AAC.</p> <p>Entitled to return to position held immediately before taking maternity/adoption leave.</p>
Adoption Leave	All staff deemed as the primary carer	<p>Full-time and Part-time staff are entitled to 52-weeks leave, including 8-weeks paid leave, after 1-year continuous service.</p> <p>Casual staff entitled to 52-weeks unpaid leave.</p> <p>Adoption leave applicable for a child up to 5-years of age.</p>	
Partner Leave	All staff	<p>May take up to 52-weeks unpaid leave, provided it is certified the employee is the primary caregiver.</p>	<p>A medical certificate must be provided to AAC.</p>
Personal Leave (incl. Carer's and Sick Leave)	All Staff, except Casuals	<p>Up to a maximum of 10- days (76-hours) per annum.</p> <p>Accrues at 1/26<sup>th</sup> the number of nominal hours worked for each period of 4-work week period worked of continual service.</p> <p>In addition, once the above entitlement has been exhausted, up to 2-work days (un-paid) per occasion is also available.</p>	<p>Available for immediate or extended family &amp; significant others.</p> <p>Medical certificate or other reasonable evidence may be needed for more than 2 consecutive work days.</p>

### 43. TYPES OF LEAVE – CONT.

Leave Type	Employee Category	Entitlement	Conditions
Study Leave	All full-time Employees	Up to 5-hours paid leave per week. Receive \$550.00 (max. \$1100 per year) per successful completion of each subject.	Benefit to both ACC and Staff Member's current role and career path. Must undertake an equal amount of course time in their own time. Must provide receipts and evidence of subject results

#### 44. PUBLIC HOLIDAYS

All full-time and part-time employees shall be entitled to the public holidays, without any deduction of pay, that are prescribed as a public holiday by the *Holidays Act 1910* (SA) and any other days that may from time to time be proclaimed as public holidays in the State of South Australia. Eligibility for payment on public holidays is subject to the employee being ordinarily rostered to work on the day proclaimed to be a public holiday.

#### 45. PURCHASED LEAVE

45.1 Purchased leave is where employees have periods of one or two weeks of unpaid leave, which is funded by reduced salary payments. This allows employees to continue to receive pay during the periods of purchased leave.

45.2 The following guidelines must be adhered to in the application of Purchased Leave;

- An Employee may purchase either one or two weeks of leave per financial year;
- Purchased leave will only occur when requested by an employee;
- A request will not automatically be granted. This will depend upon organisational requirements and the discretion of the employer. There is no right of appeal for denied purchased leave;
- Written applications for Purchased Leave must be made to the GM or his nominee by the first day of April in the year prior to the financial year in which the leave is being sought
- Purchased Leave can only be taken in whole week blocks;
- Purchased Leave must be utilised in the financial year in which it is purchased or the leave will be forfeited and the payment reimbursed to the individual;
- Purchased Leave will count as service;
- Approval of Purchased Leave will be determined by the GM in conjunction with the Manager of the area in which the employee works;
- An employee's fortnightly deductions will remain unchanged if they elect to be part of the Purchase Leave scheme;
- Where an employee or the employer requests cancellation of the Purchased Leave before the leave has been taken due to exceptional circumstances and this is agreed, the necessary adjustment to salary will be paid as a lump sum;
- Where an employee ceases paid employment during the year in which the Purchased Leave has been approved, reconciliation will occur to ensure that all monies owing to the employee or the employer are accounted for and an appropriate recovery or payment is made.

## ORGANISATIONAL CHANGE

## **46. EMPLOYMENT SECURITY**

46.1 Prior to any decision being made regarding the implementation of significant changes in technology and/or other changes which may impact on job security, the relevant employee(s) will be informed in writing of the nature of the changes and the expected impact on job security. Employees will be consulted from the initial stages of the change through to its completion. Training will be provided for employees required to use new technology or to deal with changed duties/responsibilities. There will be full, open, honest disclosure of all information relevant to the proposed change, presented within a time frame to allow meaningful consideration and consultation.

46.2 Natural attrition, redeployment to a position of the same classification level or redeployment to a position of lower classification level with income maintenance, and VSPs will be the only means of dealing with displaced employees in situations where organisational changes result in positions no longer being required.

### **46.3 Redeployment**

It is the primary aim of the employer to redeploy employees into a position of equal classification and status as their pre-redeployment position.

46.3.1 Training shall be made available on a priority basis to assist in the redeployment of employees to another position or to assist in the retention of a changed position of employees affected by change.

46.3.2 After examining all options, and in consultation with the employee, an employee may be redeployed to a position at a lower classification level. If redeployment is to a lower classification and is accepted by the employee within six (6) months, the employee's pre-redeployment salary shall be maintained for 46 months, during which time the employer shall consider all practicable means to redesign the position to include responsibilities consistent with the previous position. After the 46-month period has expired, the redeployee's total remuneration package will be maintained until such time as the level commensurate with the redeployee's duties reaches the maintained salary.

46.3.3 Any redeployee provided with work under this provision will be deemed capable of the class of work that the redeployee performed immediately prior to the organisation structure being introduced. As such, the redeployee shall be offered any vacancy subsequently arising in that class of work at the employer's workplace in preference to any person not employed by the employer.

46.3.4 A redeployed employee may elect to take a Voluntary Redundancy Package in accordance with clause 24 of this Enterprise Agreement.

## **47. RECLASSIFICATION**

47.1 Any request for a reclassification shall be examined and determined by Management as expeditiously as practicable. In all instances the following procedure shall be followed:

47.1.1 The applicant shall be advised in writing of the receipt of their application within five (5) business days of submission of the application.

47.1.2 The applicant shall be advised in writing of the expected date of determination of their application within 20 business days of submission of the application.

47.1.3 The date of reclassification shall be the date the employee first submitted the formal application.

47.1.4 Applications for reclassification shall be determined within four (4) months from the date the employee first submitted the formal application.

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

47.3 Any applicant not satisfied with the determination may access the Dispute Avoidance Resolution Procedure.

## **48. TERMINATION OF EMPLOYMENT**

### **48.1 Notice by the Employer**

- 48.1.1 The employment of an employee may be terminated without notice in the event that an employee:
- Commits any serious or persistent breach of any of the terms contained in this Enterprise Agreement;
  - Engages in serious and wilful misconduct;
  - Is guilty of serious neglect of duty in the discharge of the employee's duties;
  - Knowingly acts in breach of the employer's policies in force from time to time;
  - Makes improper use of the employer's property;
  - Fails to display and exercise the duty of fidelity or good faith towards the employer which the employer might reasonably expect of the employee; or
  - Is convicted of any criminal offence which prescribes a term of imprisonment.
- 48.1.2 In the event that the reporting Manager determines, through the Performance Development Review process, that an employee has failed to reasonably meet the performance or conduct standards expected, (and provided that the employer has complied with the procedure for Performance Development Review in clause 52), the employer may terminate the employment by giving notice as defined in clause 48.1.4 of this Enterprise Agreement or by making an equivalent payment of compensation in lieu of notice.
- 48.1.3 An employee may resign his/her employment by providing the employer with at least 2 weeks notice, or a lesser period as agreed between the parties. In the event that the employee provides a lesser period of notice without the employer's consent, the employer may deduct from any monies owing an amount equal to the period of notice required but not given by the employee. This calculation will be based on the annualized salary component.
- 48.1.4 The employer may terminate an employee's employment or make an equivalent payment in lieu of notice in accordance with the following table;

<b>Period of Service</b>	<b>Period of Notice</b>
Less than one year	At least 1-week
More than one year but less than three years	At least 2-weeks
More than three years but less than five years	At least 3-weeks
More than five years	At least 4-weeks

The period of notice stipulated above is extended by one (1) week if the employee is over 45 years of age and has completed at least two (2) years of continuous service with the employer at the time of termination.

- 48.1.5 In addition to any right of termination, and without derogating from any right available in this Enterprise Agreement, an employee's employment may at any time be terminated by the mutual agreement of the parties on whatever terms the parties agree.
- 48.1.6 Payment in lieu of the prescribed notice in 48.1.4 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

## **48. TERMINATION OF EMPLOYMENT – Cont.**

### **48.1 Notice by the Employer – Cont.**

48.1.7 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have been liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- (i) the employee's ordinary hours of work (even if not standard hours); and
- (ii) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowance, loading and penalties; and
- (iii) any amounts payable under the employee's contract of employment.

48.1.8 The period of notice in this clause does not apply:

- (i) in the case of dismissal for serious misconduct;
- (ii) to apprentices;
- (iii) to employees engaged for a specific period of time or for a specific task or tasks;
- (iv) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specific period or is, for any other reason, limited to the duration of the agreement; or
- (v) to casual employees.

#### **48.2 Transfer to lower paid duties as a result of redundancy**

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate for the number of weeks notice still owing.

#### **48.3 Notice of Termination by the Employee**

Notice of Termination by the Employee will be in accordance with Clause 3.2.2 of the Award and as amended from time to time

### **49. VOLUNTARY REDUNDANCIES**

49.1 An employee who cannot be gainfully redeployed by the employer at the same classification level or higher in accordance with clause 18.3, may elect to access a voluntary separation package (**VSP**).

49.2 The entitlement under the VSP will include payment of 8 weeks pay (based on total salary) in lieu of notice plus 3 weeks pay (based on total salary) for each full year of continuous service for the Alwyndor Aged Care;' (including Brighton and/or Glenelg Council, prior to amalgamation), up to a maximum payment of 104 weeks.

49.3 The amount of a VSP shall be determined by the gross ordinary time earnings immediately prior to separation which shall include allowances (not including overtime) payable pursuant to this Enterprise Agreement. In the case where an employee's hours have decreased over the previous 12 months an average of the previous 12 months earnings shall be used in determining the annual salary to apply.

49.4 Where a motor vehicle is provided to an employee as part of his/her salary package the weekly value of the motor vehicle for the purposes of a VSP shall be determined by dividing the following amounts by 52 and adding that payment to an employee's weekly rate of pay;

49.4.1 \$12,000 where an employee has full private use; or

49.4.2 \$2,400 where the employee has commuter use only.

#### **49. VOLUNTARY REDUNDANCIES - Cont.**

#### **49.5 Other Separation Packages:**

Excepting for those positions that are discontinued and as such declared redundant within the parameters of this Enterprise Agreement, other separation packages will be at the discretion of the General Manager Alwyndor Aged Care in consultation with the Chief Executive Officer following negotiations with the employee and in those instances such arrangements will be outside the provisions of this Enterprise Agreement.

## **PERFORMANCE MANAGEMENT**

## **50. PERFORMANCE DEVELOPMENT REVIEWS**

- 50.1 Performance Development Reviews will be carried out annually or as directed. Performance Development Reviews generally commence and occur in the month of October with a review six (6) months after that, and thereafter in the month of October each subsequent year as per the employer's policies and procedures.
- 50.2 The Performance Development Review will be conducted by the reporting Manager or other appointed officer, and will assess each employee's performance by reference to the extent to which he/she has achieved his/her goals, objectives, responsibilities and duties as determined in the position description and the performance criteria.
- 50.3 A copy of the completed Performance Development Review will be provided to each employee. The report shall set out in detail any particular aspects of performance, which require improvement.
- 50.4 If, after taking into account clause 50.3 and such other matters as considered relevant, the reporting Manager will determine the employee's performance and, if found to be unsatisfactory, the reporting Manager must first confer with the General Manager. The reporting Manager shall appraise each employee's performance at least annually as set out in clause 50.1 above.
- 50.5 In the event of the outcome of any Performance Development Review being unsatisfactory, further appraisals may be carried out at the discretion of the reporting Manager or commencement of the disciplinary procedure may commence.

## **51. LEARNING and DEVELOPMENT**

- 51.1 The parties recognise that active employee participation in planning sessions, training and personal/professional development programs has the potential to create a multi-skilled workforce, which will benefit the employer by improving productivity and customer service, as well as improving career prospects for employees. As such, the employer has an ongoing commitment to the continual training of its employees.
- 51.2 The parties also recognise that planning sessions, training and personal/professional development programs, particularly those involving whole work groups, can be disruptive to the efficient operation of the workplace and affect the maintenance of customer service.
- 51.3 All time off in lieu accumulated in this manner must be taken within 6 months of the training program.
- 51.4 The employer will provide child care or reimburse reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangement.
- 51.5 Assistance with special family circumstances will be considered on an individual basis prior to training taking place. In each instance the situation is to be discussed with the reporting Manager.
- 51.6 No employee shall be required to participate in a planning/training activity, which, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one day.
- 51.7 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during normal working hours.
- 51.8 No employee (including part-time employees) shall be disadvantaged by the operation of this clause in their access to training programs provided by the employer.
- 51.9 Notwithstanding the above, the employer may offer training opportunities for personal development outside of normal working hours in the employees' own time on a voluntary basis.

## **52. DISPUTE RESOLUTION PROCEDURES**

The parties agree to follow all stages in the Dispute Avoidance Resolution Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible.

## **52.1 General**

- 52.1.1 Employee grievances shall be dealt with, in the first instance, between the employee and the supervisor for the relevant work area.
- 52.1.2 Where the issue remain unresolved, the employee and/or their nominated representative, which may be the union, may discuss the matter with the relevant Manager and/or the Manager Human Resources.
- 52.1.3 The above procedures should be completed within 14 days, unless mutually agreed, of the issue first being raised by the employee.
- 52.1.4 Should the matter remain unresolved, the employee and/or their nominated representative may discuss the matter at a mutually convenient time with the GM and/or the Manager Human Resources, as the circumstances dictate.
- 52.1.5 Should the matter still remain unresolved, either party may notify the SAIRC of a dispute and seek conciliation in the first instance and in the event of not reaching agreement, then arbitration.
- 52.1.6 Whilst the matter is being handled in accordance with these procedures, the parties agree that work will continue as normal.
- 52.1.7 Nothing in the above process shall prevent the parties from raising a matter directly with the GM.

## **53. FORMAL WARNING PROCEDURE**

- 53.1 At any stage and, in particular, following receipt of the Performance Development Review referred to in Clause 50, if the reporting Manager determines that an employee's performance is unsatisfactory, the following procedures will apply:
  - 53.1.1 The employee will be provided with a written notice, stipulating the aspects of performance which the reporting Manager considers unsatisfactory. This notice shall provide a time frame within which the employee's performance in the stipulated area should improve.
  - 53.1.2 At the completion of the timeframe referred to in clause 53.1.1, either:
    - 53.1.2.1 The employee will be informed that his/her performance has improved to the satisfaction of the reporting Manager, and no further action will be taken at that time; or
    - 53.1.2.2 The employee will be provided with further written notice, providing a final warning that, unless his/her performance improves in the same stipulated areas, once again within a time frame, the Employer will terminate the employee's employment pursuant to Clause 48 of this Enterprise Agreement.

## **54. BOARDS OF REFERENCE**

Boards of Reference will be in accordance with Clause 2.3 of the Award and as amended from time to time.

# **SIGNATORIES**

**SIGNED ON BEHALF OF THE EMPLOYER**

**Signature:**..... **Date:** / /

**Name in Full:**.....

**Position:**.....

**Address:**.....

**Witness:**.....

**Name in Full:** .....

**SIGNED BY THE SBU REPRESENTING THE ADMINISTRATION STAFF WHO ARE PARTY TO THIS ENTERPRISE AGREEMENT**

**Signature:**..... **Date:** / /

**Name in Full:**.....

**Position (SBU Representative):** .....

**Address:**.....

**Witness:**.....

**Name of Witness in full:**.....

**Signature:**..... **Date:** / /

**Name in Full:**.....

**Position (SBU Representative):** .....

**Address:**.....

**Witness:**.....

**Name of Witness in full:**.....

**SCHEDULE 1 – WAGE RATES**

<b>Classification Level</b>	<b>Base wages as at 24 June 2009</b>	<b>4.50% Salary Increase effective the first full pay period after 24-Jun-10</b>	<b>4.50% Salary Increase effective the first full pay period after 24-Jun-11</b>	<b>4.50% Salary Increase effective the first full pay period after 24-Jun-12</b>
Level 1 Year 1	36,580	38,226	39,946	41,744
Level 1 Year 2	37,364	39,045	40,802	42,639
Level 1 Year 3	38,601	40,338	42,153	44,050
Level 1 Year 4	39,950	41,748	43,626	45,590
Level 1 Year 5	41,292	43,150	45,092	47,121
Level 1 Year 6	42,625	44,543	46,548	48,642
Level 2 Year 1	43,982	45,961	48,029	50,191
Level 2 Year 2	45,318	47,357	49,488	51,715
Level 2 Year 3	46,657	48,757	50,951	53,243
Level 2 Year 4	47,996	50,156	52,413	54,771
Level 3 Year 1	49,335	51,555	53,875	56,299
Level 3 Year 2	50,670	52,950	55,333	57,823
Level 3 Year 3	52,011	54,351	56,797	59,353
Level 3 Year 4	53,347	55,748	58,256	60,878
Level 4 Year 1	54,687	57,148	59,720	62,407
Level 4 Year 2	56,024	58,545	61,180	63,933
Level 4 Year 3	57,361	59,942	62,640	65,458
Level 4 Year 4	58,700	61,342	64,102	66,986
Level 5 Year 1	60,038	62,740	65,563	68,513
Level 5 Year 2	61,375	64,137	67,023	70,039
Level 5 Year 3	62,713	65,535	68,484	71,566
Level 6 Year 1	64,943	67,865	70,919	74,111
Level 6 Year 2	67,168	70,191	73,349	76,650
Level 6 Year 3	69,402	72,525	75,789	79,199
Level 7 Year 1	71,629	74,852	78,221	81,741
Level 7 Year 2	73,863	77,187	80,660	84,290
Level 7 Year 3	76,091	79,515	83,093	86,832
Level 8 Year 1.	78,767	82,312	86,016	89,886
Level 8 Year 2	81,442	85,107	88,937	92,939
Level 8 Year 3	84,119	87,904	91,860	95,994

## **SCHEDULE 2 – CLASSIFICATION CRITERIA**

### **Classification**

## **1. CLASSIFICATION**

### **1.1 General Officers**

- 1.1.1** To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.
- 1.1.2** When classifying a position all aspects of the job must be considered against the total 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.
- 1.2.3** The job description should be tested against more than one level for appropriateness.

## **2. PROGRESSION WITHIN THE LEVELS**

- 2.1** At the conclusion of each 12 month Full-time Equivalent period following appointment to a classification an officer shall be eligible for incremental progression within each salary level subject to the following:
- 2.1.1** Where the employer adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification level shall be by annual incremental advancement.
- 2.1.2** The appraisal scheme for the purpose of determining "satisfactory service" for progression should contain the following features:
- (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees
  - (b) foundation in a current and accurate job description
  - (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent
  - (d) appraisal will take place in sufficient time (at least 6 months prior) to allow improved performance to qualify for an annual increment
  - (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settling procedure
- 2.1.3** If the employer does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.
- 2.1.4** Part-time employees must complete the equivalent of full-time hours (1976 hours) prior to receiving the classification increment.

**SCHEDULE 2 – CLASSIFICATION CRITERIA – Cont.**

**Classification Criteria**

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>ACTIVITIES</b>	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of activities/functions of a less clearly defined and routine nature, and could include: <ul style="list-style-type: none"> <li>• operating within a specialised area</li> <li>• operating as a member of a professional team.</li> </ul>	Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include: <ul style="list-style-type: none"> <li>• responsibility for a range of functions within a work area</li> <li>• a substantial component of supervision</li> </ul>
	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>ACTIVITIES</b>	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include: <ul style="list-style-type: none"> <li>• Working independently as specialists or</li> <li>• A senior member of a single discipline project team.</li> </ul>	Exercise managerial responsibility for various functions within the department and/or council and could include: <ul style="list-style-type: none"> <li>• Specialised functions</li> <li>• Operation as a specialist</li> <li>• Operation as a member of a specialised professional team</li> <li>• Working independently</li> </ul>	Exercise managerial responsibility for a department/ council's relevant activity and could include: <ul style="list-style-type: none"> <li>• Functions across a range of administrative, specialist or operational areas.</li> <li>• Operation as a senior specialist providing multi-functional advice to various departments or council.</li> </ul>

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>COMPLEXITY OF TASK LEVEL OF AUTONOMY</b>	<p>Practical application of basic skills and techniques.</p> <p>Work outcomes are closely monitored, clearly defined and readily attainable.</p> <p>Works under close direction with instruction and assistance being readily available.</p> <p>Works under direct supervision.</p>	<p>Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project.</p> <p>Work outcomes are monitored, clearly defined.</p> <p>Works under regular direction with assistance being readily available.</p> <p>Works under regular supervision.</p> <p>Graduates receive instruction.</p> <p>Community Services Graduates initially appointed to the top of this level work under direct supervision.</p>	<p>Application of procedures, methods and guidelines which are well established.</p> <p>May set outcome/ objectives for specific projects.</p> <p>Works under general direction with assistance available from senior officer.</p> <p>Works under general supervision.</p> <p>Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.</p>	<p>Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.</p> <p>Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.</p> <p>Work under general direction within assistance usually available.</p>
<b>CHARACTERISTICS</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>COMPLEXITY OF TASK LEVEL OF AUTONOMY</b>	<p>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.</p> <p>Required to set specific performance outcomes and further develop work methods.</p> <p>Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.</p>	<p>Application of high levels of knowledge and skills and establishes procedures and work practices, etc.</p> <p>Sets outcomes for the work area of responsibility to achieve objectives of the department/ Council.</p> <p>Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.</p>	<p>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.</p> <p>Set outcomes for the work area/ section/function.</p> <p>Work under limited direction with guidance not always readily available within the organisation.</p>	<p>Major portion of the work involves initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.</p> <p>Identification of current/future options and the development of strategies to achieve outcomes.</p> <p>Work under broad direction and formulate, implement, monitor and evaluate projects/ programs or control organisational elements.</p> <p>Undertake duties of an innovative, novel or critical nature.</p>

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>INITIATIVE AND JUDGEMENT</b>	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgement and initiative, in the performance of work.	Limited scope to exercise initiative and judgement within clearly established procedures and practices.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.	Exercise initiative and judgement in applying established procedures governed by clear objectives and/or defined budget constraints, including critical knowledge/skills where procedures are not clearly defined.
<b>CHARACTERISTICS</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>INITIATIVE AND JUDGEMENT</b>	Exercise initiative and judgement where procedures are not clearly defined.	Responsibility for decision making in the particular work area, section/department/Council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>PROBLEM SOLVING</b>	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.	Solution to moderately complex problems generally found in precedents, guidelines or instructions.
<b>CHARACTERISTICS</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>PROBLEM SOLVING</b>	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems required complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>PROVISION OF ADVICE/SUPPORT/ ASSISTANCE</b>		May assist lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.	Provide specialist expertise/advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.
CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>PROVISION OF ADVICE/SUPPORT/ ASSISTANCE</b>	Provide expert advice to lower classified officers. Specialists may be required to provide multi-disciplinary advice.	Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including: <ul style="list-style-type: none"> <li>• A consultancy service</li> <li>• Specialist financial, technical, professional and/or administrative advice on policy including operational</li> <li>• Manage/administer complex policy.</li> </ul>

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>TIME MANAGEMENT &amp; ORGANISATIONAL SKILLS</b>	Responsible for the timeliness of own work.	Managing time, planning and organising own work.	Managing and planning own work and that of subordinate staff and could include: <ul style="list-style-type: none"> <li>• Plan and co-ordinate activities in the work area</li> <li>• Responsibility for various activities in a specialised area of the works program</li> <li>• A function within the work area.</li> </ul>	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.

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>TIME MANAGEMENT &amp; ORGANISATIONAL SKILLS</b>	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	<ul style="list-style-type: none"> <li>Wide range of conditions to achieve results in line with divisional/corporate goals which will include planning, direction, control and evaluation of operations.</li> </ul>	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>GENERAL RESPONSIBILITIES</b>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>Supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.</li> </ul>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>Performing tasks of a sensitive nature including the provision of more than routine information</li> <li>Understanding of clear but complex rules</li> <li>Oversight and/or guidance of the work of a limited number of lower classified officers</li> <li>Provision of assistance to lower classified officers concerning established procedures.</li> </ul>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>Establishing goals, objectives and outcomes for their own particular work program</li> <li>Undertaking some complex operational work</li> <li>Supervision</li> <li>Dealing with formal disciplinary issues within the work area</li> <li>Utilising a basic knowledge of the principles of human resource management</li> <li>Assisting subordinate staff with on-the-job training</li> </ul>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>Duties of a specialised nature requiring the development of expertise over time or previous knowledge</li> <li>Providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems</li> <li>A substantial component of supervision or provide specialist expertise</li> <li>Supervision of various functions within a work area or projects</li> <li>Supervision of contractors</li> </ul>

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>GENERAL RESPONSIBILITIES</b>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>• Involvement in establishing section/ department programs and procedures</li> <li>• Responsibility for a moderately complex project</li> <li>• A minor phase of a broader or more complex professional assignment</li> <li>• Specialist officer in discipline where decision made rest with the officer with no reference to a senior officer</li> <li>• Control of projects and/or programs</li> <li>• Assisting in the preparation/prepare department or section budgets</li> <li>• Supervision of section or in the case of small council, a department</li> <li>• Supervision of contractors</li> <li>• Setting priorities and monitor workflows in areas of responsibility</li> <li>• Establish the most appropriate operational methods for section/ department</li> <li>• Setting outcomes for subordinate officers</li> <li>• Work may span more than one discipline</li> </ul>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>• Significant projects and/or functions</li> <li>• A range of duties within the work area, including problems definition, planning and the exercise of judgement</li> <li>• Management of significant projects and/or works programs and/or functions</li> <li>• Assisting with/prepare budgets</li> <li>• Control and co-ordination of a work area within budgetary constraints</li> <li>• Supervision/management responsibilities exercised within a multi-disciplinary, or major single function/operation or work area</li> <li>• Implementation of effective human resource management</li> <li>• Supervision of contractors</li> <li>• Managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation</li> <li>• Appreciation of the long term goals of council.</li> </ul> <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>• Responsibility for a significant work area</li> <li>• Development of work practices and procedures for various projects</li> <li>• Development and implementation of significant operational procedures</li> <li>• Reviewing operations to determine effectiveness</li> <li>• Develop appropriate methodology and apply proven techniques in providing specialised services</li> <li>• Prepare budget submissions for senior officers and/or council</li> <li>• Management/ supervision of staff is normally a feature at this level and establishing and monitoring work outcomes</li> <li>• Decisions and actions taken at this level may have a significant effect on programs/projects/ work areas being managed</li> <li>• Good understanding of the long term goals of council</li> <li>• Manage a works program or work area of council</li> <li>• Undertake the control and coordination of a section, department and/or significant work area.</li> </ul> <p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.</p>	<p>Officers at this level have responsibilities which will/may include:</p> <ul style="list-style-type: none"> <li>• Involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives</li> <li>• Undertaking work of significant scope and/or complexity</li> <li>• Extensive projects/programs in accordance with department/corporate goals</li> <li>• Development, implementation and evaluation of goals</li> <li>• Management of a work area of council at a higher level of ability</li> <li>• Management of service delivery</li> <li>• Management of a department/section or operate as a senior specialist</li> <li>• Application of a high level of analytical skills to attain and satisfy council objectives</li> <li>• Little or no professional direction</li> <li>• Authority to implement and initiative change in area of responsibility</li> </ul> <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD:</b>	<p>Experienced officers may have technical oversight of minor works activities and could include:</p> <ul style="list-style-type: none"> <li>• Completion of field project according to instructions and established procedures</li> <li>• Trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.</li> </ul>	<p>Conduct of a range of technical activities, in the fields of construction, engineering, survey and horticulture and could include:</p> <ul style="list-style-type: none"> <li>• Application of established practices and procedures</li> <li>• Responsibility for a minor project</li> </ul>	<p>Perform moderately complex functions in various field including construction, engineering, surveying and horticulture and could include:</p> <ul style="list-style-type: none"> <li>• Reviewing work done by subordinate officers.</li> </ul>	<p>Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:</p> <ul style="list-style-type: none"> <li>• Utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.</li> </ul>
<b>CHARACTERISTICS</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD:</b>	<p>Responsibilities could include:</p> <ul style="list-style-type: none"> <li>• Lead teams on moderately complex technical projects</li> <li>• Exercise significant initiative and judgement in the selection and application of established principles, techniques</li> <li>• Provide reports to management and recommendations on technical suitability of equipment/procedures/processes/results</li> <li>• Analysis/design for the development and maintenance of projects</li> </ul>	<p>Significant responsibilities for accomplishment of technical objectives and could include:</p> <ul style="list-style-type: none"> <li>• Duties which involve more than one discipline</li> <li>• Contribution to the development of new techniques and methodology</li> <li>• Provision of a consultancy service for a range of activities</li> <li>• Development of methodology and application of proven techniques in providing specialised technical services.</li> </ul>	<p>Responsible for the control and co-ordination of projects in accordance with corporate goals.</p> <ul style="list-style-type: none"> <li>• Refer to general responsibilities.</li> </ul>	<p>Apply a high level of analytical skills in attainment and satisfying of technical objectives, and could include:</p> <ul style="list-style-type: none"> <li>• Technical support programs and subprograms within the framework of council's operating program</li> <li>• Consultancy service</li> <li>• Development/revision of methodology/techniques</li> </ul>

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>WHERE PRIME RESPONSIBILITY IS IN THE WORKS AREA:</b>	Arrange a minor works activity within established methods as part of the training process.	Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/projects) and could include: <ul style="list-style-type: none"> <li>Supervision, planning and coordinating of the activities of officers and day-to-day operations.</li> </ul>	Exercise responsibility for works and determine objectives for the functions under control, and could include: <ul style="list-style-type: none"> <li>A number of minor works within the total works program</li> <li>Supervision of more than one component of the work program</li> <li>Planning and co-ordination of minor work</li> </ul>	Assist senior officers with the establishment of work programs of a complex nature and could include: <ul style="list-style-type: none"> <li>Supervision of various functions in a work area/projects/part of total works program</li> <li>Responsibility for work groups or lead a team within a discipline related project or works program</li> <li>Responsibility for completion of assignments/standard and quality of work/ compliance with regulations, codes and specifications</li> <li>Responsibility for part of works program budget</li> </ul>
CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>WHERE PRIME RESPONSIBILITY IS IN THE WORKS AREA:</b>	Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include: <ul style="list-style-type: none"> <li>Operational responsibility for works programs</li> <li>Exercising judgement and initiative where procedures are not clearly defined</li> <li>Establishing works programs in small councils</li> </ul>	Develop, supervise and implement significant works programs and for a large outside workforce and/or contractors and could include: <ul style="list-style-type: none"> <li>Review of operations to determine their effectiveness</li> <li>Control and co-ordination of the works program within budgetary constraints</li> </ul>	Develop and implement significant works programs	Establish, control and organise on-going plans and programs for department/council and could include: <ul style="list-style-type: none"> <li>Administering complex policy and works program matters</li> </ul>

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
WHERE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD			Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.	Responsibilities could include: <ul style="list-style-type: none"> <li>• Lead a team within a discipline related project</li> <li>• Liaison with other professionals at a technical level</li> <li>• Discussing techniques, procedures and/or results with clients on straightforward matters</li> </ul>
CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
WHERE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD	Exercise professional responsibilities which could include: <ul style="list-style-type: none"> <li>• Supervision of the function</li> <li>• Tasks of a specialised detailed nature</li> <li>• Provide reports on progress or activities and provide recommendations</li> <li>• Carry out planning studies for particular projects including aspects of design</li> <li>• Utilise a high level of interpersonal skills in dealing with the public/ other organisations</li> <li>• Exercise professional judgement within prescribed areas.</li> </ul>	Supervise/manage operation of a discrete element which is part of a larger office and could include: <ul style="list-style-type: none"> <li>• Supervision of the function</li> <li>• Tasks of a specialised detailed nature</li> <li>• Provide reports on progress of activities and provide recommendations</li> <li>• Carry out planning studies for particular projects including aspects of design</li> <li>• Utilise a high level of interpersonal skills in dealing with the public/other organisations</li> <li>• Exercise professional judgement within prescribed area.</li> </ul>	<i>Refer to general responsibilities</i>	Ensure the outcome of work of significant scope and/or complexity and could include: <ul style="list-style-type: none"> <li>• Assessment and review of standards and work of other professionals/external consultants</li> <li>• Initiate and formulate departmental/council objectives within corporate goals</li> <li>• Develop and recommend ongoing plans and programs for department/council.</li> </ul>

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE FIELD</b>	Provide secretarial and administrative support and could include: <ul style="list-style-type: none"> <li>• Straight forward operation of keyboard equipment</li> <li>• Basic word processing data input</li> <li>• Basic numeracy, written and verbal communication skills, relevant to the work area</li> <li>• Provision of routine information</li> <li>• General reception and telephonist duties</li> <li>• General stenographic duties</li> </ul>	Provide secretarial and/or administrative support and could include: <ul style="list-style-type: none"> <li>• Operating a computer, word processor and/or other business software and peripheral equipment</li> <li>• Utilising basic computing concepts and initiating corrective action at an elementary level</li> <li>• Utilising the functions of systems and be proficient in their use</li> <li>• Performing tasks of a sensitive nature</li> <li>• Provision of more than routine information</li> <li>• Operate a desktop publisher at a routine/basic level</li> <li>• Utilise basic skills in oral and written communication with clients and other members of the public</li> <li>• Receive and account for monies and assist clients/ratepayers</li> </ul>	Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include: <ul style="list-style-type: none"> <li>• System administrator in small/medium sized council whose responsibility includes the security/integrity of the system</li> <li>• Operation of the computer to enable modification and/or correction of computer software systems/packages and/or identification of operational problems</li> <li>• Application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer</li> <li>• Provide a service utilising the full functions of a desk top publisher</li> </ul>	Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include: <ul style="list-style-type: none"> <li>• Identification of specific or desired performance outcomes</li> <li>• Application of computer programming knowledge and skills in systems development, maintenance and implementation</li> <li>• Undertake computer operations requiring technical expertise and experience</li> </ul>

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE FIELD</b>	Responsibilities could include: <ul style="list-style-type: none"> <li>• Exercise responsibility for a specialised area of council</li> <li>• Provision of advice and assistance when non-standard procedures and processes are required</li> <li>• Understanding of all areas of computer operation</li> <li>• Undertake programming in specialist areas</li> <li>• Exercise responsibility for a specialised area of councils computing operation</li> <li>• Undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison design and editing, layout of publications/displays.</li> </ul>	<i>Refer to general responsibilities</i>	<i>Refer to general responsibilities</i>	Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.

<b>CHARACTERISTICS</b>	<b>LEVEL 1</b>	<b>LEVEL 2</b>	<b>LEVEL 3</b>	<b>LEVEL 4</b>
<b>WHERE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES</b>		Operate a community service program at an elementary level.	Plan and co-ordinate elementary community based projects/programs, and could include: <ul style="list-style-type: none"> <li>• Performing moderately complex functions</li> <li>• Social planning, demographic analysis, survey design and analysis</li> <li>• Duties of a specified nature</li> <li>• A single program at a more complex level</li> </ul>	Assist senior officers with the planning and co-ordination of a community program of a complex nature.
<b>CHARACTERISTICS</b>	<b>LEVEL 5</b>	<b>LEVEL 6</b>	<b>LEVEL 7</b>	<b>LEVEL 8</b>
<b>WHERE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES</b>	Plan, develop and operate a community service program of a moderately complex nature.			

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>REQUIREMENTS OF THE JOB</b>	<ul style="list-style-type: none"> <li>• A developing knowledge of the section/department function and operation</li> <li>• Basic knowledge of clerical/administrative practices and procedures relevant to the work area</li> <li>• A developing knowledge of work practices and policies of the relevant work area</li> <li>• Basic numeracy, keyboard, written and verbal communication skills relevant to the work area</li> <li>• No formal qualifications required at this level</li> <li>• At this level, employers are expected to offer substantial on-the-job training</li> <li>• It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section</li> <li>• Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.</li> </ul>	<ul style="list-style-type: none"> <li>• Basic skills in oral and written communication with clients and other members of the public</li> <li>• Knowledge of established work practices and procedures relevant to the work area</li> <li>• Knowledge of policies and regulations relating to the work area</li> <li>• Understanding of clear but complex rules</li> <li>• Understanding of basic computer concepts</li> <li>• Application of techniques relevant to the work area</li> <li>• Developing knowledge of statutory requirements relevant to the work area</li> <li>• No formal qualifications required</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Entry point for three year degree/associate diploma/appropriate certificate without experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Appropriate on-the-job training and relevant experience</li> </ul>	<ul style="list-style-type: none"> <li>• Thorough knowledge of work activities performed within the work area</li> <li>• Sound knowledge of procedural/operational methods of the work area</li> <li>• May utilise professional or specialised knowledge</li> <li>• Ability to apply computing concepts</li> <li>• Working knowledge of statutory requirements relevant to the work area</li> <li>• Entry level for four year degree in the relevant discipline</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Entry level for three year degree plus graduate diploma in the relevant discipline</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Associate diploma with experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Three year degree plus 1 year professional experience in the relevant discipline</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Appropriate certificate with relevant experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</li> </ul>	<ul style="list-style-type: none"> <li>• Knowledge of statutory requirements relevant to work area</li> <li>• Knowledge of section procedures, policies and activities</li> <li>• Sound discipline knowledge gained through previous experience, training or education</li> <li>• Knowledge of the role of departments within council and/or service functions</li> <li>• Specialists require an understanding of the underlying principles in the relevant disciplines</li> <li>• Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Associate diploma with relevant experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Lesser formal qualifications with substantial years of relevant experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</li> </ul>

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>REQUIREMENTS OF THE JOB</b>	<ul style="list-style-type: none"> <li>• Knowledge of departmental programs, policies and activities</li> <li>• Sound discipline knowledge gained through experience</li> <li>• Knowledge of the role of council's structure and service</li> <li>• Relevant degree with relevant experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Associate diploma with substantial experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Qualifications in more than one discipline</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Less formal qualifications with specialised skills sufficient to perform at this level</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</li> </ul>	<ul style="list-style-type: none"> <li>• Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation</li> <li>• Discipline knowledge gained through experience, training or education</li> <li>• Appreciation of the long term goals of the organisation</li> <li>• Detailed knowledge of program activities and work practices relevant to the work area</li> <li>• Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department</li> <li>• Comprehensive knowledge of statutory requirements relevant to the discipline</li> <li>• Degree with substantial experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Associate diploma with substantial experience</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.</li> </ul>	<ul style="list-style-type: none"> <li>• Comprehensive knowledge of council policies and procedures</li> <li>• Application of a high level of discipline knowledge</li> <li>• 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</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Lesser formal qualifications with acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• A combination of experience, expertise and competence sufficient to perform the duties of the position.</li> </ul>	<ul style="list-style-type: none"> <li>• Detailed knowledge of council policy, programs and the procedures and practices</li> <li>• High level of discipline knowledge</li> <li>• Detailed knowledge of statutory requirements</li> <li>• 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 the field or expertise or in management)</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• A combination of experience, expertise and competence sufficient to perform the duties of the position</li> </ul>

CHARACTERISTICS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>PROGRESSION</b>	<ul style="list-style-type: none"> <li>• Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised</li> <li>• Completion of introduction to relevant skills and accepted for the advanced certificate if in agreement with the employer</li> </ul>	<ul style="list-style-type: none"> <li>• Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate</li> <li>• The 4<sup>th</sup> 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</li> <li>• Graduates will advanced to the 1<sup>st</sup> increment of level 3 after twelve months satisfactory service if in agreement with the employer</li> </ul>	<ul style="list-style-type: none"> <li>• Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2</li> <li>• Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work</li> <li>• Graduates shall advance to the 3<sup>rd</sup> increment after twelve months service on the 1<sup>st</sup> increment of the range and shall progress to the 1<sup>st</sup> increment of level 4 after a further twelve months service</li> <li>• 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 if in agreement with the employer</li> </ul>	<ul style="list-style-type: none"> <li>• Graduates will progress to the 1<sup>st</sup> increment of this level once two years service at level 3 are completed and will progress to the 3<sup>rd</sup> increment following an additional year of service if in agreement with the employer</li> </ul>

CHARACTERISTICS	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<b>PROGRESSION</b>	<ul style="list-style-type: none"> <li>Graduates will progress to the 1<sup>st</sup> increment of this level on the completion of two years service at level 4 and will progress to the 3<sup>rd</sup> increment after a further year of service if in agreement with the employer</li> </ul>		<ul style="list-style-type: none"> <li>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 undertaken work related to the responsibilities under this level if in agreement with the employer</li> </ul>	

## SCHEDULE 3 - SALARY PACKAGING ARRANGEMENTS

1. Salary packaging allows employees to receive the maximum value of non-salary benefits provided concessional treatment by the Fringe Benefits Tax (FBT) laws in a form other than take home pay.
2. The gross salary is reduced by the amount of the fringe benefits paid by the Employer. The adjusted gross salary is then subject to "Pay –As-You-Go (PAYG) tax.
3. All existing entitlements (i.e. employer superannuation) will be based on the 'pre-package' salary.
4. The employees covered under this Enterprise Agreement have access to salary packaging arrangements subject to the following provisions.
  - 4.1 Entry into salary packaging arrangements is only to occur with the genuine consent of both parties. The employee only has the right to take up to the cap in this Enterprise Agreement.
  - 4.2 The employee wishing to access salary packaging must indicate that:
    - 4.2.1.1 He/she has sought expert advice in relation to entering into such an arrangement; and
    - 4.2.1.2 He/she understood that, in the event that FBT becomes payable on the benefit items which are selected, the salary packaging arrangement shall lapse and a new arrangement to be put in place whereby the total cost of salary packaging to the employer does not increase. If the employee elects to continue with packaging the cost of the payment to the salary will be taxed at the relevant PAYG tax rate; and
    - 4.2.1.3 He/she understands that the employer will meet the payroll costs associated with managing the salary package and that individual employees will meet the costs of the administrative component by salary deduction or other means determined appropriate by the employer; and
    - 4.2.1.4 that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over – expenditure.
5. Benefits available to be packaged will specifically exclude food and groceries, gambling fees and charges and alcohol but may include:
  - Mortgage (but not for investment properties)
  - Personal loan payments
  - Motor vehicle payments and running costs
  - Superannuation (employee contribution)
  - Work related education expenses (not HECS)
  - Utilities (light & power, gas, water, emergency services levy)
  - Insurance (health, life, vehicle, home and disability)
  - Child minding expenses
  - Rental payments
  - School fees
  - Mobile phone
  - Debit Card (of the Approved salary sacrifice provider)
6. An employee may have superannuation, as well as up to two (2) other separate approved benefits paid under a packaging arrangement, provided that the total payment to benefits (excluding superannuation) does not exceed the limit prescribed by paragraph 1 of this Schedule.
7. An employee may cancel a salary packaging arrangement by giving one month's written notice to the employer.