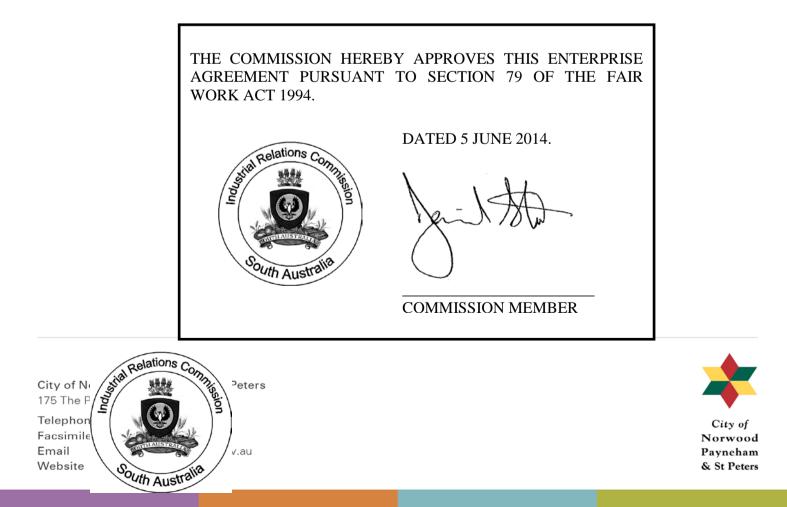
# CITY OF NORWOOD PAYNEHAM & ST PETERS MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO. 6 2013

File No. 3031 of 2014

This Agreement shall come into force on and from 5 June 2014 and have a life extending for a period of until 1 November 2016 therefrom.



## Municipal Officers Enterprise Agreement 2013-2016 No.6

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### 1. APPLICATION AND OPERATION OF AGREEMENT

#### Title

This Agreement shall be known as the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No.6, 2013.

#### 1.1 **Definitions**

Accountability means that the Council is accountable to its community in providing products and services at the highest level possible taking into account customer needs and available resources. The Council must be able to publicly demonstrate that it is both effective and efficient in its use of resources.

Act means the Fair Work Act 1994 (SA)

**Agreement** shall mean the City of Norwood Payneham & St Peters Municipal Officers Enterprise Agreement No. 6, (2013).

**Benchmarks** means the ongoing systematic process to search for and introduce national and international best practice into the Council conducted in such a way that all parts of the organisation understand and achieve their full potential. The search for best practice may be for products or services, business practices and processes of competitors or those organisations recognised as leaders in the process the council is examining.

**Best Practice** means the identification of organisations that are recognised as the best in their field for a particular product, service delivery or in the way they go about their business. Best practice may be found locally or internationally. The Council may be recognised as having 'best practice' in a particular area and should strive towards best practice.

Australian Business Excellence Framework (ABEF) describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability. It provides a non-prescriptive lens that each unique organisation can use to pursue Business Excellence.

Citizen means any person who is a customer of the Council's services.

Commission means the South Australian Industrial Relations Commission.

**Consultation** involves more than a mere exchange of information. For consultation to be effective the participants must be contributing to the decision making-process, not only in appearance, but in fact it provides employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made.

Council means The Corporation of the City of Norwood Payneham & St Peters.

**Department** means the discrete functional areas within Council headed by a Departmental Manager.

Employer means the Corporation of the City of Norwood Payneham & St Peters.

**EMPOWER** is the City of Norwood Payneham & St Peters employee personal and organisational work evaluation and recognition system.

Immediate family or household member includes the following:

Partner (married or de-facto), including same-sex partners;

Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child);

The employee's parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee's partner.

**Officer, Staff, Employee** means any person engaged by the Council under this Agreement.

Parties means the parties to the Agreement as described in Clause 1.2 hereof.

**Performance Indicators** are the levels by which performance is monitored. They can be expressed in quality or quantity terms but should relate to outcome or outputs.

**Performance Standard/Targets -** Agreed/desired levels of performance in relation to cost, timeliness, quality, safety, environment, turnaround time etc., which are essential for managing a program for continuous improvement.

**Productivity** is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:-

- the provision of the same level and quality of services at a lesser input;
- the provision of a greater level of service at the same or lesser input;
- the development of a capacity to provide increased services (i.e. to a greater number of people) in those work units where growth is occurring, and as agreed combination.

**Remuneration/Salary** means the employee's combined total salary and benefits package. Salary means total income including superannuation payment, use of vehicle, regular overtime, shift penalties, allowances and the like.

**Seasonal employees** mean employees who are engaged to perform work for the duration of a specified season.

**Staff Representatives** means employees of the Council, who have been elected by employees of the Council to represent staff covered by this Agreement.

Union means the Australian Municipal Administrative Clerical & Services Union (ASU).

**Work Teams** - Work teams are natural work units within departments with a responsibility for particular projects and ongoing activities. Work teams form the unit from which productivity improvements will occur through the implementation of the Business Excellence Framework and job redesign.

#### 1.2 **Parties Bound**

- 1.2.1 This Agreement shall be binding on:
  - 1.2.1.1 The Corporation of the City of Norwood Payneham & St Peters;
  - 1.2.1.2 The Australian Municipal, Administrative, Clerical and Services Union ; and
  - 1.2.1.3 The staff members of the Council whose employment is covered by the terms and conditions of the South Australian Municipal Salaried Officers Award apart from those employees specified in clause 1.2.2 of this Agreement.
- 1.2.2 The Chief Executive Officer, General Managers and other Senior Managers subject to fixed term performance-based contracts will have the entirety of their terms and conditions of employment governed by their Fixed Term contracts to the exclusion of this Agreement.
  - 1.2.2.1 However, these Fixed Term contracts may provide explicitly for some or all of the Clauses arising out of this Agreement, to apply to the particular manager.

#### 1.3 **Period of Operation**

- **1.3.1** This Agreement shall operate from the date of approval by the Commission and remain in force until **1** November 2016.
- **1.3.2** Negotiations for a new Agreement will commence six (6) months prior to the nominal expiry date of this Agreement.

#### 1.4 Supersession of Agreements

This Agreement supersedes, rescinds and replaces the existing certified agreement – Corporation of the City of Norwood Payneham & St Peters Collective Agreement No. 5 (2010).

#### 1.5 Relationship to Award

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award and to the extent of any inconsistency occurring, the Agreement shall prevail over the Award.

#### 1.6 **Commitment to Collective Bargaining**

The Council is committed during the life of this Agreement and in its re-negotiation, to bargain collectively with the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the South Australian Municipal Salaried Officers Award. The terms and conditions of that Award and this Agreement shall apply to new employees as they do to current employees.

#### 2. AIMS OF THE AGREEMENT

#### 2.1 **Aims of the Agreement**

- 2.1.1 This Agreement builds upon previous agreements and reinforces the shared commitment of the Council and its staff members to demonstrate "best value" services for its customers through continuous improvement principles and practices. It is recognised that the Council must be able to respond quickly and creatively to the community's needs.
- 2.1.2 The purpose of the Agreement is to enable the Council to achieve high standards in its outputs and outcomes through teamwork from staff who are encouraged to contribute to the best of their ability and achieve satisfaction from the results. To this end, the Parties are committed to the implementation of the Australian Business Excellence Framework (**ABEF**), or equivalent, across Councils Business Units and Operations. The parties agree that there must be real and demonstrated commitment to improving efficiency and effectiveness, especially to measurable productivity improvements.
- 2.1.3 The specific objectives of this Agreement are to:
  - 2.1.3.1 facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices which facilitate flexibility and enhanced delivery of services;
  - 2.1.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the Council and the achievement of sustainable productivity;
  - 2.1.3.3 continued commitment to business planning, development of key performance indicators and implementation of continuous improvement initiatives;
  - 2.1.3.4 encourage a strong focus on satisfying internal and external customer requirements; and
  - 2.1.3.5 promote the development of an organisational culture which values flexibility, co-operation, trust and motivation.
- 2.1.4 The above objectives underpin a commitment to providing gains for the community, the Council and its staff.
- 2.1.5 Our major focus will be to demonstrate to our community that the Council provides "best value" for money and that we are achieving the best possible outcomes for them. All staff will work towards this goal through their continuous improvement strategies.

#### 2.2 Our Values

- 2.2.1 At the City of Norwood Payneham & St Peters all staff are committed to improving the quality of services which are provided to the community. In order to achieve this, we have adopted a set of Organisational Values.
- 2.2.2 The Organisational Values are integral to this Agreement and assist in guiding staff behaviour in terms of how we interact with each other and the Elected Members, as well as how we treat people in our community as part of our day-to-day operations and service delivery.

#### 2.2.3 We Value

#### 2.2.3.1 Our People

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

#### 2.2.3.2 Working Together

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

#### 2.2.3.3 Leadership

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

#### 2.2.3.4 Excellence

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

#### 2.2.3.5 Integrity

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

#### 2.2.3.6 Service

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

# Who We Are...

## Our People

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

Our

Values

## Working Together

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

## Integrity

Service

We seek to improve quality

of life for our citizens and our

community and we treat all

stakeholders with respect.

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

## Excellence

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

## Leadership

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



City of Norwood Payneham & St Peters

# Where We're Going...

## Our Vision

A City which values its heritage, cultural diversity, sense of place and natural environment.

A progressive City which is prosperous, sustainable and socially cohesive, with a strong community spirit.

## Strategic Direction

We are here to improve the well-being of our citizens, through:

Social Equity Cultural Vitality Economic Prosperity Environmental Sustainability





# **Our Values Behaviour Statements**

#### Individual Behaviour

Our People

We are passionate.

committed, empowered

and accountable and

we recognise the contribution of others

Working

Together

A positive team, we work

collaboratively in an open,

honest and transparent environment, supporting

each other to get

Leadership

Leading by example,

ve all live our values.

inspire each other and deliver clear and

naistent direction

Excellence

We strive for excellence

in everything we do and

ve encourage innova and quality

Integrity We demonstrate respect

and honesty in everything

we do and always act in the best interests

of our citizens and

our community.

Service

We seek to improv

quality of life for our

citizens and our

community and we

treat all stakeholders

with respect.

things done

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

#### Working Together

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

#### Leadership

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

#### Excellence

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

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

#### Service

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

#### Organisational Behaviour

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

#### Working Together

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

#### Leadership

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

#### Excellence

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

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

#### Service

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

City of Norwood Payneham & St Peters



#### 3. COMMUNICATION AND DISPUTE RESOLUTION

#### 3.1 Joint Consultative Committee

- 3.1.1 The Council and staff are committed to an ongoing consultative framework which will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (**JCC**).
- 3.1.2 The JCC will meet at least four (4) times per year or more frequently, as determined by the Presiding Member. Members of the JCC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision making process.
- 3.1.3 The JCC shall consist of:
  - 3.1.3.1 A management representative who will act as the Presiding Member;
  - 3.1.3.2 Two (2) other management representatives as determined by the Chief Executive Officer;
  - 3.1.3.3 Up to six (6) staff representatives who will be elected by the staff; and
  - 3.1.3.4 External parties, by invitation of the Presiding Member for a specific meeting following recommendations from any member of the Committee.
- 3.1.4 The role of the JCC shall be to review and monitor the operation and implementation of the Agreement.
- 3.1.5 The JCC shall also assist in the resolution of concerns and/or disputes arising from the application of the Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures set out at Clause 3.3.

#### 3.2 Dispute Settlement Procedure

#### 3.2.1 Employee Dispute Procedure

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

#### Stage One

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

#### Stage Two

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

#### Stage Three

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

#### Stage Four

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

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

#### 3.3 Disputes Arising from the Interpretation of this Agreement

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

#### 3.4 Change Management

- 3.4.1 The Parties recognise that change is an ongoing feature of the work environment and that the appropriate management of change is desirable for both staff and the Council. For the purpose of this Agreement, 'significant change' is deemed to include:
  - 3.4.1.1 the modernisation and/or significant change to work operations and practices;
  - 3.4.1.2 implementation of new technology;
  - 3.4.1.3 downsizing and redundant positions;
  - 3.4.1.4 changes to hours of work; and
  - 3.4.1.5 major changes to employment conditions.
- 3.4.2 Prior to implementation of 'significant change', the Council will consult with affected staff member(s) and, if nominated, their chosen representatives, and ensure that all relevant information concerning the proposed change is communicated to them as an integral part of this process.
- 3.4.3 There will be honest disclosure of all information appropriate and relevant to the proposed change.
- 3.4.4 Where the change is likely to have an adverse impact on staff, the Parties will discuss the related issues in an effort to mitigate the effect of the change.
- 3.4.5 The General Manager/Manager/Team Leaders and staff of the relevant work area and, where necessary, the Manager, Organisational Development will be involved in the discussions.

#### 4. WORKPLACE REPRESENTATION AND UNION LEAVE TRAINING

#### 4.1 Workplace Representation

- 4.1.1 Upon written advice from the Union Branch Secretary that a member has been appointed as the Union Workplace Representative, the Council shall recognise such a person as being accredited by the Union for the following purposes:
  - 4.1.1.1 Discussions with other Union members and Employees of any matter pertaining to the work they perform or work related issues;
  - 4.1.1.2 Discussions with duly accredited full-time officers of the Union on matters referred to above;
  - 4.1.1.3 Receiving of instructions from the Union regarding performance of Union duties.
- 4.1.2 For the purpose of carrying out the functions under sub-clause 4.1.1, the Union Workplace Representative shall be permitted to devote a reasonable amount of time to the discussion of Union matters with duly accredited full-time officers of the Union, members of the Union at the Council and, when so authorised by the Branch Secretary, a reasonable amount of time to discuss with management of the Council, matters raised by members affecting their management of the Council and matters raised by members affecting their employment at the Council.

4.1.3 To assist the Union Workplace Representative to successfully fulfil the role, the Council shall communicate relevant matters affecting the work site to the Union Workplace Representative and will provide reasonable facilities to enable the Union Workplace Representative to carry out the role, including reasonable access to a telephone, interview room as necessary and/or secure place to keep Union information.

#### 4.2 Union Leave Training

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

### 5. EMPLOYMENT RELATIONS AND SECURITY

#### 5.1 Job Security

#### 5.1.1 Job Security

- 5.1.1.1 There shall be no forced redundancies as a result of any change process, either internally or through arrangements with other Councils, during the life of this Agreement. Natural attrition, redeployment and voluntary separation shall be the only means of adjustment in those situations where positions are no longer required by the Council.
- 5.1.1.2 Where any change process results in a position no longer being required, then the employee who holds that position may choose to pursue redeployment pursuant to Clause 5.1.2 herein, or a voluntary redundancy package pursuant to Clause 5.1.3 herein.

#### 5.1.2 Redeployment of Council Employees

- 5.1.2.1 It is the primary aim to redeploy employees into a position of equal classification and status as their pre-deployment position.
- 5.1.2.2 If the redeployed position is deemed to be at a lower level, there will be maintenance of remuneration until such time as the remuneration from the redeployed position becomes equal to the former. At that time the remuneration will progress in line with the new classification.
- 5.1.2.3 Salary increments and increases applied during the life of this Agreement will be calculated using the redeployed classification level as the reference point.
- 5.1.2.4 Within a six (6) month period of commencing the redeployed position, the Council must keep open the right of the redeployed employee to consider redundancy arrangements, as outlined below, or for the Council and the employee to negotiate alternative redeployment.
- 5.1.2.5 The employee will, as a matter or priority, be provided with training to assist with the deployment into the new position.
- 5.1.2.6 For the period of this Agreement there will be no forced redundancies. Where a position is identified as being redundant, the employee is entitled to a voluntary separation package under the terms detailed below.

#### 5.1.3 Voluntary Redundancy Package

- 5.1.3.1 A staff member whose position has become redundant with the Council may choose a voluntary redundancy package consisting of the following:
  - (a) Equivalent of three (3) months (13 weeks) remuneration, and;
  - (b) A redundancy payment at a rate of three (3) weeks remuneration per year of continuous service in local government (or approved allied agencies), and 25% of one (1) week's remuneration per completed month of the remainder, to a maximum payment of two (2) years remuneration, and;
  - (c) A payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the employee to find alternative employment. This amount may be incorporated into the staff member's redundancy pay following negotiation between the staff member and the Council;
- 5.1.3.2 All of the above payments will be made upon the staff member leaving the employ of the Council.
- 5.1.3.3 Except for those positions that are declared redundant within the parameters of this Agreement, other voluntary separation packages will be at the discretion of the Council following negotiation between the staff member and the Council.

#### 5.2 Australian Business Excellence Framework

- 5.2.1 As a means of pursuing long term, sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of the Australian Business Excellence Framework (ABEF) across Councils Business Units and Operations.
- 5.2.2 The ABEF describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability.
- 5.2.3 There is a shared commitment to the ABEF principles and categories, which means the parties therefore commit to a work culture of analysis, innovation and improvement:
  - 5.2.3.1 lead by example, provide clear direction, build organisational alignment and focus on sustainable achievable goals;
  - 5.2.3.2 understand what markets and citizens value now and into the future and use this to drive organisational design, strategy, products and services;
  - 5.2.3.3 continuously improve the manner in which services are provided;
  - 5.2.3.4 develop and value people's capability and release their skills, resourcefulness and creativity to change and improve the organisation;

- 5.2.3.5 develop agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning;
- 5.2.3.6 improve performance through the use of data, information and knowledge to understand variability and to improve strategic and operational decision making;
- 5.2.3.7 behave in an ethically, socially and environmentally responsible manner; and
- 5.2.3.8 focus on sustainable results, values and outcomes.
- 5.2.4 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:
  - 5.2.4.1 Staff feedback;
  - 5.2.4.2 Citizen feedback;
  - 5.2.4.3 Management feedback;
  - 5.2.4.4 Corporate Plans;
  - 5.2.4.5 Business Plans;
  - 5.2.4.6 Outcomes of Audits; and
  - 5.2.4.7 Regulatory requirements.
- 5.2.5 The Parties commit themselves to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the customers, staff and Council in improving the quality of service.
- 5.2.6 Continuous improvement is a long term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.

#### 5.3 Part-time/Job Share/Pre-Retirement Employment

- 5.3.1 Any employee employed on less than a full-time basis may be engaged as a part-time employee in accordance with this Agreement. The provisions of this Agreement shall apply on a pro-rata basis to any such employee.
- 5.3.2 Subject to the provisions of Clause 5.3.3 hereof, overtime and penalty rates shall only apply to a part-time employee in either of the following circumstances:
  - 5.3.2.1 Where work is performed outside the ordinary span of hours set out in Clause 7 of this Agreement;
  - 5.3.2.2 Where the employee works in excess of the ordinary hours stipulated in Clause 7, which applies to full-time employees.

- 5.3.3 The normal working hours of a part-time employee may be changed by mutual agreement between the employee and the Council. 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.
- 5.3.4 Part-time employees shall progress through the incremental steps in the classification levels of the Agreement each 12 months following their anniversary date.
- 5.3.5 At an employee's request, options will be investigated for a reduction of working hours before entering a job share arrangement.
- 5.3.6 All employees are eligible to apply to work on a part-time or job share basis or to apply for a part-time pre-retirement contract. The Chief Executive Officer will consider all applications on their merits, taking into account operational requirements. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid parental leave and employees seeking a transition to retirement.
- 5.3.7 The approval of arrangements in accordance with this Clause will be at the sole discretion of the Chief Executive Officer. If an employee considers that a part-time, job share or pre-retirement arrangement has been unreasonably withheld by the Council, the employee may pursue the matter through the grievance procedure set out in this Agreement.
- 5.3.8 Any approved arrangement shall be subject to a contractual agreement for a defined period.
- 5.3.9 Any job share arrangement approved by the Chief Executive Officer shall apply for an initial trial period of up to 12 months. Prior to the expiration of the trial period, the Chief Executive Officer shall determine whether a job share arrangement is compatible with reasonable operational requirements and make a determination as to whether the arrangement may be extended for a further period. Such a determination will be at the sole discretion of the Chief Executive Officer.
- 5.3.10 An employee wishing to negotiate a transition to retirement part-time contract of employment, which may be for a period of up to three (3) years, shall make a request to the relevant General Manager. That General Manager shall consider whether such a part-time employment arrangement is compatible with reasonable operational arrangements and make a recommendation to the Chief Executive Officer. If the arrangement is approved by the Chief Executive Officer, the arrangement shall be formalised through a revised contract of employment.

#### 5.4 **Fixed Term Contracts**

- 5.4.1 Council is committed to maximising permanent employment. Fixed term contracts will not be used where work performed is of an ongoing nature.
- 5.4.2 The employer may offer fixed term employment contracts on the following grounds:
  - 5.4.2.1 For a specific project of defined duration;
  - 5.4.2.2 For a position which is funded from an external body;
  - 5.4.2.3 For a position that requires a particular skill set, where the skill set is not a permanent requirement for the role (i.e. the development

of a system or framework which when completed may require a different skill set to implement, evaluate and monitor the system or framework);

- 5.4.2.4 For a Cadetship position within the organisation; or
- 5.4.2.5 To replace an employee who is on extended leave greater than three (3) months.
- 5.4.3 A fixed term contract offered by the Council will contain terms, as follows:
  - 5.4.3.1 The term of the contract shall be for no less than three (3) months and no greater than five (5) years duration;
  - 5.4.3.2 The incumbent may terminate the contract by giving the employer a minimum of four (4) weeks notice;
  - 5.4.3.3 For contracts with a duration of two (2) years or greater, the Council shall give the incumbent three (3) months notice of its intention not to renew the contract and the grounds on which that decision was made.
- 5.4.4 If management resolves to continue with the project or external body, then the incumbent shall have the same rights as permanent employees (internally) to apply for the position via the selection and recruitment process.
- 5.4.5 Any person offered a fixed term contract will be given the opportunity to seek advice from their industrial representative, on the terms of the contract.
- 5.4.6 All other terms and conditions of the contract shall be consistent with and not contrary to this Agreement.
- 5.4.7 Labour Agency Employees
- 5.4.8 Labour agency employees may be used for:
  - 5.4.8.1 Worker's compensation and rehabilitation, when the return to work date is unknown.
  - 5.4.8.2 Personal Accident/Injury cases whereby the return to work date is unknown provided that no more than two years has elapsed since the employee was absent from work.
  - 5.4.8.3 Short-term placements to cover peaks in workload or until the selection is completed for a substantive position.

### 6. RATES OF PAY AND RELATED MATTERS

#### 6.1 Classification and Rates of Pay

- 6.1.1 The minimum salary rates of pay are set out in Schedule 3 of this Agreement.
- 6.1.2 The Council recognises its responsibility to properly classify employees having regard to their skills, competencies and range of duties, and to ensure that all employees have current job descriptions, reflecting the Award classification criteria.
- 6.1.3 In accordance with Clause 4.1.4 of the Award, an employee may, upon written request, have his or her classification reviewed.
- 6.1.4 The applicant shall receive a written determination to such request no more than two (2) months from the Council's receipt of the application.
- 6.1.5 A successful application for reclassification shall take effect from the date of the employee's application for reclassification.
- 6.1.6 If the applicant is unsuccessful, written reasons shall be provided by the Council.
- 6.1.7 Where an employee disagrees with the classification assigned by the Council, he/she may bring the matter through the Dispute Procedure pursuant to Clause 3.2.1 of this Agreement for resolution.

#### 6.2 **Payment of Wages**

- 6.2.1 The Council will pay employees by direct transfer into a bank or other recognised financial institution of the employee's choice.
- 6.2.2 The Council will keep adequate time and payment records in accordance with its obligations under the Act.

#### 6.3 Higher Duties

- 6.3.1 The parties recognise that employees undertaking higher duties can benefit by gaining experience, skills and abilities and enhancing their career prospects. The following procedure will occur in the undertaking of higher duties.
- 6.3.2 Prior approval must be gained from the relevant Manager, Supervisor or Team Leader before the commencement of higher duties. The decision to approve higher duties will be based upon the requirements of Clause 4.3 of the Award.
- 6.3.3 Where frequent or extended periods of higher duties is required of an employee, the organisation will undertake to provide appropriate training and development activities. The development program will be negotiated between the employee and supervisor and be based on the skills required for the higher duty position.
- 6.3.4 Where the employee is responsible for the carrying out of duties of higher value or exceeding those of the employee's substantive classification, higher duties shall be paid in accordance with this Agreement.

### 7. WORKING ARRANGEMENTS

#### 7.1 Hours of Work

- 7.1.1 This Clause will not apply to the staff of the libraries, or the Manager, Assistant Managers and Supervisors of the Swimming Centre whose hours of work are stipulated at Clause 5.3 of the Award "Library Officers" and Clause 7.2 of this Agreement, respectively.
- 7.1.2 Except as herein provided for in Clause 7.1.5, the ordinary hours of duty of a full-time employee shall be no more than an average of 38 hours per week, Monday to Friday (excluding Public Holidays). The standard work day shall be performed between the span of hours of 7.00am to 7.00pm, Monday to Friday (excluding Public Holidays).
- 7.1.3 Employees will continue to provide the Council's customers with service between the hours of 8.30am and 5.15pm, Monday to Friday. However Department Managers may implement a system for their respective work groups, which allows individual employees, on a voluntary basis and by mutual agreement with their Department Manager, flexibility in their hours of duty. If an employee's written request for flexibility in their hours of duty is declined, the Department Manager must advise the employee in writing within five (5) working days of the reasons for the decision.
- 7.1.4 The ordinary hours of duty for part-time workers shall be agreed between the employee and his or her Department Manager. Agreement shall not be unreasonably withheld by either party.
- 7.1.5 In the interests of enhancing customer service, variations to normal working hours (within the spread of hours) may be necessary. Accordingly, by mutual agreement between the employee and the Department Manager, the number of hours worked by an employee in any one (1) day may be altered, provided however, that an employee can work no more than 10 hours per day, nor more than 43 hours per week, without attracting penalty rates (that is, within the span of hours, penalty rates will not apply until 43 hours have been exceeded on a weekly basis or 10 hours have been exceeded on a daily basis). The agreement of an employee to work flexible or additional hours this Clause will not be unreasonably withheld.
- 7.1.6 Library Staff, who are subject to this Agreement, will have their loading increased to 150% for all hours worked on Saturdays.

#### 7.2 Hours of Work - Swimming Centre Staff

- 7.2.1 This Clause will only apply to the Manager, Assistant Managers and Supervisors at the Swimming Centre. In addition, Clauses 7.5 and 7.6 of this Agreement will also apply to the Manager, Assistant Managers and Supervisors at the Swimming Centre. Other than the Clauses referred to in this sub-clause, no other part of Clause 7 will apply to these employees.
- 7.2.2 Employees engaged to work at the Swimming Centre will be deemed to be seasonal employees with continuity of service.
  - 7.2.2.1 The "season" will be determined annually by the Council. As a guide, the season will usually commence in September and end by April the following year.
  - 7.2.2.2 The employees will be permanent employees during the season.
  - 7.2.2.3 As employees do not undertake work for the period that the Swimming Centre is not open, the parties agree that they will work extended hours during the season as stipulated in this Clause.
- 7.2.3 Employees will be rostered to work flexible hours to ensure adequate management coverage of the Swimming Centre at all times. Rosters will be prepared by the Council.
- 7.2.4 Any changes to the roster or to the opening and/or closing times of the Swimming Centre will be determined by the Council in consultation with individual employees.
  - 7.2.4.1 It is understood that on hot weather days, the Council can extend the normal closing time of the Swimming Centre.
- 7.2.5 The ordinary span of hours is 6:30am to 6:30pm, Monday to Friday inclusive.
- 7.2.6 Further to Clause 7.2.2.3 above, the average hours of work per fortnight (inclusive of work undertaken on public holidays) that the employees may be rostered to work during the season that the Swimming Centre is open to the public are as follows:

Position	Hours of work per fortnight
Manager	104
Assistant Manager	96
Supervisor	85

- 7.2.7 The parties agree that the employees will be rostered outside of the ordinary span of hours and in excess of 38 hours per week during the period that the Swimming Centre is open. The roster, which sets out the required hours of work, will be created in recognition of this agreement.
- 7.2.8 The employees are required to take an unpaid 30-minute break during each shift. In consultation with the Manager, and so as to ensure that customer service is not affected, these breaks are to be taken between 10am-1:30pm

and 3:00pm-5:00pm. Those employees who work in excess of 10 hours in any one shift, shall be required to take a second unpaid 30-minute break.

- 7.2.9 To ensure continued customer service at the Swimming Centre, employees may be required to work hours in excess of those rostered hours.
  - 7.2.9.1 Any work undertaken in excess of 10 hours per day will attract a loading of 50% in addition to the employee's normal wage.
  - 7.2.9.2 Any work undertaken in excess of 43 hours per week will attract a loading of 50% in addition to the employee's normal wage.
- 7.2.10 All work undertaken on a weekday (excluding public holidays) outside the ordinary span of hours will attract a 15% penalty in addition to the employee's normal wage.
- 7.2.11 All work undertaken on a Saturday or Sunday will attract a loading of 50% in addition to the employee's normal wage.
  - 7.2.11.1 For the purposes of this Clause, Saturday commences at midnight on Friday and Sunday finishes at midnight on Sunday.
- 7.2.12 All work undertaken on a public holiday will attract a loading of 150% in addition to the employee's normal wage.
- 7.2.13 As employees are regularly rostered over 7 days, including Sundays and public holidays during the period that the Swimming Centre is open, they will be granted an additional week of annual leave, which will be calculated pro rata based on the period of engagement.

#### 7.3 **RDO Management**

- 7.3.1 The objective of this Clause is to define the conditions under which, by working extra time on 19 days in a four (4) week period, full time employees make up sufficient time to take the 20th day off without alteration to pay or staff levels.
- 7.3.2 Rostered days off shall be taken at a time approved by the Department Manager/Team Leaders/Coordinators to ensure that sufficient staff are available at all times to carry out duties without the need for additional staff.
- 7.3.3 The roster is to be prepared 12 months in advance by the Department Manager, Team Leader or Co-ordinator and agreed with staff the allocation of 12 RDOs during the year if accrued.
- 7.3.4 A Department Manager, Team Leader or Co-ordinator can defer the taking of an RDO in a particular period if the employee(s) cannot be spared at that time. In such a case the RDO shall, in consultation with the employee, be taken at a later date.
- 7.3.5 An employee may defer the taking of a scheduled RDO with the agreement of the relevant manager. A deferred RDO must be taken at an alternative time mutually convenient to the employee and the Manager and within four (4) weeks of the original scheduled date for the RDO.

#### 7.4 TOIL and Overtime Management

- 7.4.1 An employee (under the arrangements set out in the Clause 7.1) may accumulate a maximum of three (3) days to be taken at a time mutually agreed between the employee and the Department Manager, having regard to the operational requirements of the Department. Provided however, that all accrued time should be taken as soon as practicable following accrual and prior to the 30 June each year.
- 7.4.2 Where the duties of an employee cannot be carried out within the ordinary spread of hours, those hours may be subject to a written agreement between the parties.
- 7.4.3 Before an employee works overtime, the employee must gain approval by submitting an overtime request form for approval by their Manager or General Manager, where practicable
- 7.4.4 Overtime worked by mutual agreement may be taken as TOIL calculated at the appropriate penalty rate for the time worked, unless other arrangements have been agreed to and authorised by the General Manager.

#### 7.5 Superannuation

The parties agree that the employer will continue to pay employer superannuation contributions in respect of each current employee into Statewide Super (being a complying superannuation fund).

Choice of fund will apply from the date of this agreement to all employees of the employer, who are to be provided with a standard choice form to enable them to select a fund in accordance with relevant superannuation legislation. For any employee that does not provide a choice form within twenty eight (28) days, all superannuation contributions will be paid to the default fund, being Statewide Super.

For the purpose of this clause:

'Statewide Super' means the superannuation scheme that merged with the Local Government Superannuation Scheme ('Local Super') which was established under the Local Government Act 1934 (SA), continued in existence under Part 2 of Schedule 1 of the Local Government Act 1999 (SA) (**1999 Act**) and then continued in existence under a trust deed dated 25 November 2008 (**Trust Deed**) pursuant to amendments to the 1999 Act that took effect on 1 January 2009, before merging with Statewide Super pursuant to the provisions of the Local Government (Superannuation Scheme) (Merger) Amendment Act 2012.

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

The amount of employer superannuation contribution means:

For the employee who is making Salarylink Contributions"

- (i) 3% of the employee's salary; and
- (ii) any additional contributions which the employer is required to pay in respect of the employee pursuant to the Trust Deed; and
- (iii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.
- a) For each other employee who is a member of Statewide Superannuation Fund:
  - (i) contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid becoming liable for a shortfall in respect of the employee under the Superannuation Guarantee (Administration) Act 1992 (Cth); and
  - (ii) any additional superannuation contributions which the employer agrees to pay in respect of the employee.

#### 7.6 Salary Sacrifice

- 7.6.1 An employee who is a contributing member can elect to have any amount of their current salary paid each pay period by the Council into Local Super SA-NT on behalf of the employee.
- 7.6.2 Any contribution made by the Council on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member, and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 7.6.3 An employee can elect to vary the amount of salary sacrifice paid to the Local Super SA-NT at any time during the life of this Agreement, consistent with the rules of the fund.
- 7.6.4 For the purposes of calculating annual leave, annual leave loading, superannuation employer contributions and all other relevant entitlements under this Agreement, the employee's gross salary before the salary sacrifice component is deducted will be taken as the relevant gross salary figure.

#### 7.7 Fire Warden Allowance

An allowance of \$11.60 per week will be paid to all Chief Fire Wardens and \$5 per week will be paid to Fire Wardens.

#### 8. LEAVE OF ABSENCE

#### 8.1 Compassionate Leave

- 8.1.1 Employees are entitled to two (2) days paid compassionate leave on each occasion:
  - 8.1.1.1 To spend time with an immediate family or household member who has an illness or injury which poses a serious threat to his or her life; and/or
  - 8.1.1.2 As bereavement on the death of an immediate family or household member.
- 8.1.2 An employee's entitlement to compassionate leave is subject to the employee providing documentary evidence to the Council's satisfaction of the illness, injury or death to which the absence relates.

#### 8.2 Long Service Leave

- 8.2.1 Long service leave will be administered in accordance with the Long Service Leave Act, 1987 and organisational Policy.
- 8.2.2 The following conditions apply:
  - 8.2.2.1 Where requested by the employee, and with the approval of the Chief Executive Officer, long service leave may be taken at double the length of time at one half the pay.
  - 8.2.2.2 Upon application, and following an employee's hours of work being altered, long service leave accruals and/or entitlements shall be calculated and preserved at that time so that employees shall not be disadvantaged.
  - 8.2.2.3 Upon application, and following consideration of the needs of the organisation, staff may be granted long service leave following seven (7) years of service.

#### 8.3 **Parental Leave**

8.3.1 Clause 6.5 of the Award applies.

#### 8.3.2 Policy and Procedures

- 8.3.2.1 Policy and procedures for support of employees on parental leave shall be created, such support shall include, but not be limited to:
  - (a) continued information flow from the Council;
  - (b) appropriate re-induction and skills training;
  - (c) discussion and consideration of child care needs;
  - (d) potential for part-time or job sharing arrangements.
- 8.3.2.2 The policy and procedures shall be formulated by the Equal Employment Opportunity Committee within the term of this

Agreement. The composition of the Committee will be agreed between the parties.

#### 8.3.3 Paid Parental/Adoption Leave

8.3.3.1 An employee who takes a period of parental/adoption leave in accordance with Clause 6.5 of the Award shall be entitled to a period of paid parental leave, subject to clause 8.3.3.9 and 8.3.3.10, at the employee's base rate of pay, calculated on the employee's period of continuous service with the Council in accordance with the table below:

Number of years of continuous service at the date of the child's birth	Period of paid leave
2 and less than 3	4 weeks
3 and less than 4	6 weeks
4 and less than 5	8 weeks
5 or more	10 weeks

- 8.3.3.2 Any public or other statutory holiday which falls within any period of parental leave (paid or unpaid) shall be counted as a day of such leave.
- 8.3.3.3 In the event that an employee resigns from their position of employment within 12 months of returning to work following any period of paid parental/adoption leave, the employee will be required to repay to the Council in full all monies paid in respect of that paid parental/adoption leave. The payment must be made in full to the Council prior to the effective date of the employee's resignation. The Chief Executive Officer may exercise discretion as to the implementation of this Clause in extraordinary circumstances at his/her sole discretion.
- 8.3.3.4 The paid parental/adoption leave benefits outlined in this Clause will apply on a pro rata basis to those employees who work on a permanent part-time basis. Normal incremental advancement within salary classifications shall continue during periods of paid parental/adoption leave taken under this Clause.
- 8.3.3.5 An employee on a fixed term contract whose contract expires during a period of paid parental/adoption leave shall not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.
- 8.3.3.6 Absence on parental leave does not break an employee's continuity of service. However, the employee will not accrue personal or annual leave whilst on parental leave.
- 8.3.3.7 Periods of paid parental/adoption leave under this Clause are not in addition to the periods of unpaid parental/adoption leave provided in Clause 6.5.2 of the Award or any entitlements under state or federal legislation (including, but not limited to the *Paid*

*Parental Leave Act 2010 (Cth)* as amended from time to time), or any relevant industrial instrument, whether the employee claims for such entitlements or not.

For example, an employee who is eligible for 10 weeks of paid parental leave shall be entitled to 10 weeks paid parental leave and a further 42 weeks of unpaid parental leave. Therefore, the maximum number of weeks that may be taken as parental leave is 52 weeks.

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

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

8.3.3.10 An employee who is entitled to paid parental/adoption leave in accordance with this clause will be required to provide to the Council a statutory declaration stating particulars of any entitlement the employee has to paid parental leave other than under this Clause.

#### 8.4 **Personal Leave**

- 8.4.1 The parties recognise that excessive absenteeism is costly and disruptive to the organisation in terms of work not undertaken and general workplace disruption. The parties also recognise the need for honesty and flexibility in the management and partaking of personal leave. Therefore, the following is agreed.
- 8.4.2 Employees engaged on a full-time basis are entitled to receive 10 days paid personal leave each year. This entitlement will accrue on a pro-rata basis for part-time employees. Personal leave may be used in the following circumstances:
  - 8.4.2.1 As sick leave, on occasion of personal illness, injury, or pressing domestic or family reasons; and/or
  - 8.4.2.2 As carer's leave, where the employee is required to provide care or support to an immediate family or household member who is ill or injured.

- 8.4.3 Personal leave is cumulative. That is, unused personal leave will accrue from year to year, but is not payable upon termination. Accrued personal leave is accrued as sick leave.
- 8.4.4 During the first year of employment, an employee's personal leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 8.4.5 Employees who are unable to attend work for reasons under this Clause must, wherever possible, telephone their supervisor or the appropriate Council location prior to the normal starting time.
- 8.4.6 Subject to 8.4.7, the personal leave prescribed shall be granted, and the employee shall be entitled to payment in respect of an absence provided that, if so required by the Council, the employee produces to the Council a medical certificate from a registered health practitioner.
- 8.4.7 An employee shall be allowed a maximum aggregate of five (5) days personal leave per year without a medical certificate, except for the following;

Satisfactory medical evidence or other satisfactory evidence (i.e. statutory declaration) shall be submitted by the employee concerned, if required by the Council.

- any period of personal leave exceeding two (2) consecutive days, or
- single days taken together with a public holiday or rostered day off (RDO), or
- where (both) the days preceding and following a weekend are taken off duty
- 8.4.8 The use of an employee's personal leave entitlement, whether for the purposes of sick leave or carer's leave, is at the discretion of the employee.
- 8.4.9 Where an employee personally falls sick or suffers an injury while on annual leave and forwards to the Council during the period of incapacity, a medical certificate or other satisfactory evidence (i.e. statutory declaration) to show that he/she is incapacitated to the extent that he/she would be unfit to perform his/her normal duties, he/she shall be granted at a time convenient to the Council, additional leave equivalent to the period of incapacity is of at least five (5) working days duration.
  - 8.4.9.1 Subject to personal leave credits, the period of certified incapacity shall be paid for and debited as personal leave.

#### 8.5 **Professional Development Leave**

- 8.5.1 Employees who make applications may be granted (by the Chief Executive Officer or his/her delegate) up to 12 months leave without pay to undertake a course of study or to take up a vocational or professional development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.
- 8.5.2 All applications will be considered on their merits taking into account operational arrangements and practicalities, and the demonstrated benefits to the Council.

- 8.5.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 8.5.4 An employee on professional development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on that leave.
- 8.5.5 Professional development leave shall not be taken 'back to back', ie. an employee must have completed the qualifying period of service (five (5) years continuous service) to be eligible for each instance of professional development leave.

#### 8.6 Extended Carer's Leave

- 8.6.1 Employees who make application may be granted (by the Chief Executive Officer or his/her delegate) up to two (2) years leave without pay to care for an immediate family member subject to the following conditions:
  - 8.6.1.1 The employee shall have five (5) years continuous service at the time of taking the leave.
  - 8.6.1.2 The employee must be the primary care giver for the person concerned.
  - 8.6.1.3 The person concerned must be a member of the employee's immediate family.
  - 8.6.1.4 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave, including the degree of dependency required and length of service.
- 8.6.2 Employees may work on a casual basis while on carer's leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.
- 8.6.3 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose defined in the Agreement.
- 8.6.4 An employee on carer's leave for up to three (3) months is entitled to the position which he or she held immediately before proceeding on carer's leave.
- 8.6.5 An employee, upon returning to work after carer's leave of more than three (3) months duration, shall be entitled to a position at the same classification, though not necessarily the same position, which he or she held immediately prior to taking carer's leave.
- 8.6.6 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond four (4) years.
- 8.6.7 Carer's leave may be taken immediately following a period of personal leave (where applicable). In these instances the combined period of leave shall not extend beyond five (5) years. Carer's leave shall not be taken 'back to back' with professional development leave.

8.6.8 An employee's absence on carer's leave shall not affect the employees or the Council common law, statutory or award rights to terminate the employee's employment.

#### 8.7 Purchased Leave

- 8.7.1 The following procedures will be the basis for establishment of this system and can be amended by agreement between the Council and a majority of employees covered by this Agreement.
- 8.7.2 Purchased leave is where employees have period(s) of one (1), two (2), three (3) or four (4) weeks of unpaid leave that are funded by salary deductions spread evenly over one (1) financial year. This allows employees to continue to receive pay during the period(s) of purchased leave.
- 8.7.3 Employees may apply for up to four (4) weeks purchased leave. Purchased leave can only be taken in whole week blocks.
- 8.7.4 Purchased leave must be utilised in the financial year in which it is purchased but may be taken in advance of or after purchase.
- 8.7.5 Applications for purchased leave must:
  - 8.7.5.1 Be made in writing to the Chief Executive Officer prior to 30 June each year.
  - 8.7.5.2 Clearly state the periods of leave applied for including the date(s).
- 8.7.6 Approval of purchased leave will be subject to operational requirements, which will be negotiated between the Chief Executive Officer, Team Leader and the applicant. Approval will be at the absolute discretion of the Chief Executive Officer according to operational requirements.
- 8.7.7 If the Chief Executive Officer accepts the employee's application under Clause 8.7.5 herein, the employee will be provided with a written statement setting out:
  - 8.7.7.1 The amount of leave purchased by the employee;
  - 8.7.7.2 The date(s) upon which the purchased leave is to be taken; and
  - 8.7.7.3 The amount deducted each week/fortnight to purchase the leave.
- 8.7.8 An employee's fortnightly deductions will remain unchanged if they elect to be part of the purchased leave scheme.
- 8.7.9 Purchased leave may be cancelled before the leave has been taken only with the written consent of the Chief Executive Officer. If cancelled, any salary contributions made by the employee will be refunded in a lump sum.
- 8.7.10 When an employee ceases paid employment during the year in which the purchased leave has been approved, a reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for and appropriate recovery or payment is made.

### 9. CAREER DEVELOPMENT

#### 9.1 General

Improvements in productivity and efficiency ultimately rely on the work performance of individual employees and competent management practices within the Council. Unless all employees work to their maximum potential, improvements in productivity will be limited and therefore have a detrimental impact on this and future agreements. It is agreed that all staff will assess their own work performance in conjunction with their General Manager, or Team Leader through active participation in EMPOWER, our employee personal and organisational work evaluation and recognition system. The parties agree that the emphasis of the employee development program will be to:

- 9.1.1 Create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance;
- 9.1.2 Provide regular two-way feedback regarding work performance;
- 9.1.3 Build more open and effective relationships between staff, managers and colleagues;
- 9.1.4 Improve existing work procedures and provide an opportunity for employee input into the Council's operation;
- 9.1.5 Discuss training and career development needs of the employee.

#### 9.2 Shared Responsibility

Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.

#### 9.3 Support for Career Development

Support for career development comes in a number of forms. These may include but are not limited to:

- 9.3.1 Study Assistance to pursue qualifications at TAFE or University;
- 9.3.2 Secondment within the City of Norwood Payneham & St Peters;
- 9.3.3 Career development opportunities these may include opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employee's breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.
- 9.3.4 The active participation in EMPOWER. Performance and Development Reviews can be used for the development of long-term career goals (3-5 years) that the employee wishes to work toward.

#### 9.4 Study Assistance

- 9.4.1 Employees may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:
  - 9.4.1.1 The course of study will have a direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties.

- 9.4.1.2 Alternatively, the course of study may be a key component of a long-term career development plan for the employee.
- 9.4.1.3 The ability of the work area to continue to provide operational service levels.
- 9.4.2 The parties recognise that in order to foster an efficient organisation and provide an opportunity for job satisfaction, it is important to encourage and support a highly skilled workforce. The intent of this Clause is to provide options to both the employee and the Council regarding the provision of study support with the outcome being flexible for staff and productivity gains for the organisation.
- 9.4.3 Where an employee considers that they would benefit from career development advice, the Council will provide opportunities, on an individual basis, to assist the employee in developing their career. These opportunities may include access to career development services by mutually agreed professional advisory services. Any costs incurred must be incurred with the approval of the Chief Executive Officer.
- 9.4.4 The following options will be provided to staff in relation to study assistance.
  - 9.4.4.1 **Option One Study Leave.** Following study leave approval, staff may take up to a maximum of five (5) paid hours per week to attend courses. If this option is taken, there is no additional payment to employees for expenses incurred.
  - 9.4.4.2 **Option Two Financial Study Support.** Following study leave approval, where the employee chooses to study externally or attend courses outside of the Council's normal working hours, the Council will refund prescribed course fees (including the Higher Education Contribution Scheme) and required text books with a total refund not exceeding a maximum of \$1,000.00 per annum for a full-time employee during the course of active study whilst in the employment of the Council and pro rata for part-time employees. Refunds of the prescribed amounts are made upon documented evidence of successful course completion as specified by the official course requirement and presentation of official receipts, on a semester by semester basis.
  - 9.4.4.3 **Option Three Combination of option 1 and 2**. Where an employee is undertaking study which includes contact time, both within and outside of the normal working spread of hours per day, an employee may negotiate a combination of Options 1 and 2.
- 9.4.5 Should an employee require time away from work to attend examinations and other specified course requirements then, if the employee chooses this option, all time will be made up at a time negotiated between the employee and their manager.
- 9.4.6 The Council recognises the importance of offering training, study and development opportunities to enhance skill levels in their current position and to provide for skills as part of a career path in local government.
- 9.4.7 Approval for employee study assistance is at the discretion of the Chief Executive Officer and may be granted for study to be undertaken relevant to an employee's work and future development. Approval for study assistance is granted on a year-by-year basis and the Council will ensure that all employees

across all levels of the organisation have a fair and equitable opportunity to attend training and study programmes.

9.4.8 Where an employee considers that study assistance approval has been unreasonably withheld by the Council, the employee may pursue the dispute settlement procedure as per Clause 4.2 of this Agreement.

## 9.5 Secondment

- 9.5.1 Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:
  - 9.5.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded.
  - 9.5.1.2 The period of secondment shall be agreed to by the Employer and Employees prior to commencement and be recorded in a variation to the employee's contract.
  - 9.5.1.3 A secondee shall be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

### 9.6 Recruitment

- 9.6.1 The Council confirms its commitment to, wherever possible and guided by the conditions as stated in this Clause, appoint internal applicants to vacant positions within the Council. Accordingly, when a vacancy is advertised, applicants for the position will be considered in the following manner:
  - 9.6.1.1 Permanent and long-term contract employees (i.e. employees who have been contracted to work in excess of 12 months).
  - 9.6.1.2 Employees who have been appointed on a temporary basis (i.e. less than 12 months) who are casual employees of the Council and have been so employed for three (3) months.
  - 9.6.1.3 Casual or temporary employees from labour hire agencies who are working at the Council and have been so employed for 3 months.
  - 9.6.1.4 External advertisement.
- 9.6.2 These provisions are intended to assist employee career paths and provide benefit to the Council by utilising the expertise within the existing employee group. The following conditions apply to all positions within the Council:
  - 9.6.2.1 Where a choice of suitably qualified and experienced applicants exists within the Council for a vacant position, the position will be advertised solely within the Council. Where the recruitment base is considered by the Council to be unduly restrictive, a vacant position may be simultaneously advertised internally and externally of the Council.
  - 9.6.2.2 Any internal candidate who meets the short listing selection criteria developed from the job description, shall be granted an interview to establish their suitability for the position. Selection of the successful candidate from within or external to the Council shall be based on merit. If an internal and external candidate is

broadly equal on merit following the interview and selection procedures, then preferences will be given to the internal candidate if covered by this Agreement. Selection process will be inclusive of Equal Opportunity Legislation.

- 9.6.3 Internal applicants who are unsuccessful in gaining the advertised position will be provided with feedback from the interview and, where applicable, with appropriate training programs to further career development.
- 9.6.4 In any selection panel gender balance should be considered and the panel shall operate in accordance with Equal Opportunity procedures.

#### 9.7 **Professional Association Membership and Accreditation Fees**

- 9.7.1 The benefit that is provided to both the individual and the organisation through staff achieving membership of Professional Associations and obtaining Professional Accreditation to perform their duties is recognised.
- 9.7.2 From 1 July 2011, Employees can apply for the reimbursement of Professional Association Membership fees. The total reimbursement shall not exceed 50% or \$500 per person per annum, whichever is the lower amount.
- 9.7.3 From 1 July 2011, Employees, can apply for the full reimbursement of Professional Accreditation fees where such accreditation is an essential component of their position.
- 9.7.4 Determination of the Application for reimbursement shall be made by the relevant General Manager, having regard to the relevance of the Professional Association Membership and/or Accreditation to the Employee's role within the Organisation.
- 9.7.5 If the Application for reimbursement of fees for Professional Association Membership and/or Accreditation is declined, the reasons for this determination will be provided to the Employee in writing.
- 9.7.6 Where an Employee disagrees with the determination, he/she may bring the matter through the Dispute Procedure outlined in the Agreement for resolution.

# 10. **MISCELLANEOUS**

## 10.1 Sick and Accident Insurance

The Council will pay sick and accident insurance premiums to provide coverage for all employees for non-work related injuries and sickness. Where an employee accesses compensatory payments for income protection pursuant to this Clause, all periods of absence shall not be counted towards service. However, absence on this leave will not break service. As such, an employee shall not accrue annual leave or personal leave. Accrual for Long Service Leave shall continue during the period claimed.

## 10.2 Employee Assistance Program

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

## 10.3 Work Health & Safety and Welfare

- 10.3.1 The parties recognise that all staff have an obligation to contribute to the creation of a safe workplace.
- 10.3.2 All staff are bound to follow the requirements of the South Australia, Work Health and Safety Act 2012.

#### 10.4 **Right of Entry**

- 10.4.1 An official of the Union may enter the workplace, with appropriate notice (at least 24 hours), for the purpose of discussion with the management or union members or person(s) eligible to be union members at a designated meeting place, agreed by the Council in advance of the visit, to discuss matters pertaining to the employment relationship. The Council may agree to a lesser period of notice.
- 10.4.2 Unless the Council provides agreement to the contrary in writing, the Union official may only enter premises during working hours and may only hold the discussions during the employees' mealtimes or other breaks.
- 10.4.3 The Union official shall also have the right to inspect any work, item of plant or equipment, relevant document or record for the purposes of ensuring compliance with the Agreement or the Act or Regulations to the Act.

### 10.5 **Recovery of Monies by Council**

The parties acknowledge that errors, administrative or otherwise, can and do occur, including errors that may result in the overpayment of wages or entitlements to employees.

If the Council becomes aware of an error that has resulted in the overpayment of an employee, the Council will write to the employee to indicate the amount of overpayment, why it occurred and when the Council requires the repayment of the overpaid amount.

In most circumstances, the Council will require repayment to be made within 90 days of having provided written notice to the employee affected. However, the Council may, at the absolute discretion of the Chief Executive Officer, allow the repayment to be made

within a longer timeframe or in instalments following discussions with the affected employee.

If the employee disputes the fact and/or quantum of overpayment, the employee must utilise the procedure Grievance Procedures. If this occurs, once the dispute is settled, the Council will require repayment (as required) to be made within 90 days of having provide a further written notice to the employee affected.

When an employee resigns or is terminated from his/her employment, the parties agree and accept that, if an overpayment is not disputed, the Council can deduct the overpaid amount from the employee's final pay.

#### 10.6 Performance Management

The parties agree that effective management of performance is an important contributor towards achieving the Council's goals of having a highly competent, motivated and satisfied workforce.

The parties agree that from time to time the Performance and Development Review Process, or equivalent process as selected by the Organisation, may identify the need to change a person's position description to more accurately reflect their current duties. The employee shall be consulted prior to any changes being made. The employee will be informed by management that they have the right to take advice both before and throughout the consultation process.

Performance Management is a joint responsibility of line managers and employees, and it will be actively managed through the annual Performance and Development Review process. This is designed to provide employees with an objective, fair assessment of work performance and behaviour against agreed criteria. Enhancing performance and job satisfaction can be achieved by improving workplace communication about work expectations, personal career goals, and performance as a contribution to corporate goals, and encouraging ideas and suggestions for development. The parties also agree that just as good performance needs to be recognised, valued and rewarded, so too poor performance requires management. This will be affected through informal performance feedback. In cases where poor performance is ongoing the formal Disciplinary Process will be implemented.

### 10.7 No Further Claims

The parties to this Agreement undertake that during the period of operation of this Agreement, there shall be no further wage increase sought, or granted, except for those provided under the terms of the Agreement

# 11. SALARY ADJUSTMENTS

# 11.1 General

The following salary increases will apply to employees during the life of this Agreement:

An 8.25% salary increase over three years (@ 2.75% per annum), with the Year 1 increase to come into effect from 1 November 2013.

# 11.2 Exclusions

This Clause shall not apply to the Chief Executive Officer, General Managers and Managers subject to performance based Fixed Term contracts.

Date of Salary Adjustment	Proposed Increase
1 November 2013 (back dated)	2.75%
1 November 2014	2.75%
1 November 2015	2.75%

# 12. SIGNATORIES

Signed for and on behalf of THE CORPORATION OF THE CITY OF NORWOOD PAYNEHAM & ST PETERS.

Mario Barone Chief Executive Officer Witness

Dated: / /2014

Signed for and on behalf of THE AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL SERVICES UNION (ASU).

**Branch Secretary** 

Witness

Dated: / /2014

# 13. SCHEDULE 1 – CHILD CARE CLASSIFICATION CRITERIA

Classification	Qualifications	Indicative Responsibilities	Progression
Support Worker	<u>Unqualified</u> (undertaking Certificate III Studies)	<ul> <li>Learning and implementing policies</li> <li>Learning how to establish relationships and interact with children</li> <li>learning basic skills working with children</li> <li>providing individual children comfort and attention as required</li> <li>basic duties including food preparation</li> </ul>	<ul> <li>progression through scale after 12 months satisfactory service at each salary point</li> <li>progress to Grade 1 on completion of Certificate III</li> </ul>
Childrens Services Employee Grade 1	Certificate III in Childrens Services or an unqualified but experienced Child Care Worker (minimum of 2 full years experience in the industry)	<ul> <li>assist in the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups</li> <li>record observations of children or groups for program planning purposes for qualified staff</li> <li>under direction, work with individual children with particular needs</li> <li>assist in the direction of untrained staff</li> <li>undertake and implement the requirements of quality assurance</li> <li>work in accordance with food safety regulations</li> </ul>	<ul> <li>progression through scale after 12 months satisfactory service at each salary point</li> <li>Grade 1 Diploma or Degree holders shall be progressed to Grade 2 once qualification is obtained</li> </ul>
Childrens Services Employee Grade 2	Diploma of Childrens Services (or equivalent eg Cert IV in Out of Hours Care) or <u>Bachelor of Education</u> (Early Childhood)	<ul> <li>Responsible (in consultation with the Assistant Director / Director)</li> <li>the preparation, implementation and evaluation of developmentally appropriate programs for individual children or groups</li> <li>the supervision of students on placement</li> <li>responsible to ensure a safe environment for both staff and children</li> <li>responsible to ensure that records are accurately maintained for each child in their care</li> <li>develop, implement and evaluate daily care routines</li> <li>ensure that the centre or services policies and procedures are adhered to</li> <li>liaise with families</li> </ul>	<ul> <li>progression through scale after 12 months satisfactory service at each salary point</li> <li>no automatic progression beyond Grade 2</li> </ul>
Childrens Services Employee Grade 3	Diploma of Childrens Services	<ul> <li>by appointment only to establishment positions</li> <li>more than one group</li> </ul>	appointment based on merit selection to discrete establishment

Classification Qualifications Indicative F		Indicative Responsibilities	Progression	
	or <u>Bachelor of Education</u> (Early Childhood)	<ul> <li>supervising staff, trainees and students on placement</li> <li>assisting in administrative functions</li> <li>implements licensing regulations and accreditation requirements</li> <li>communicates effectively with</li> </ul>	position(s)	
Assistant Director	Diploma or Degree	<ul> <li>workers, children, parents and families</li> <li>Assist Director with the management and day to day running of the Centre</li> </ul>	appointment based on merit selection to the Assistant Directors Position	
Director Level 5 General Officers	Diploma or Degree	<ul> <li>responsible for the overall management and administration of the service</li> <li>supervise the implementation of developmentally appropriate programs for children</li> <li>recruit staff in accordance with regulations</li> <li>administrative matters</li> <li>ensure adherence to all relevant regulations and statutory requirements</li> <li>ensure that the centre or service meets or exceeds quality assurance requirements</li> <li>liaise with families and outside agencies, formulate and evaluate annual budgets</li> <li>liaise with management committees as appropriate</li> <li>provide leadership and development to staff</li> <li>develop and maintain policies and procedures</li> </ul>		

# 14. SCHEDULE 2 – WAGE RATES

CLASSN.	LEVEL AN	ID STEP	CURRENT RATE 01.11.2012	*2.75% INCREASE 01.11.2013	*2.75% INCREASE 01.11.2014	*2.75% INCREASE 01.11.2015
GO1.1	General Officer 1	Step 1	\$45,495.78	\$46,746.91	\$48,032.45	\$49,353.35
GO1.2		Step 2	\$46,453.20	\$47,730.66	\$49,043.26	\$50,391.95
GO1.3		Step 3	\$47,790.43	\$49,104.67	\$50,455.05	\$51,842.56
GO1.4		Step 4	\$49,223.05	\$50,576.68	\$51,967.54	\$53,396.65
GO1.5		Step 5	\$50,657.43	\$52,050.51	\$53,481.90	\$54,952.65
GO1.6		Step 6	\$52,090.04	\$53,522.52	\$54,994.39	\$56,506.73
GO2.1	General Officer 2	Step 1	\$53,542.08	\$55,014.49	\$56,527.39	\$58,081.89
GO2.2	0	Step 2	\$54,976.46	\$56,488.31	\$58,041.74	\$59,637.89
GO2.3		Step 3	\$56,410.84	\$57,962.14	\$59,556.10	\$61,193.89
GO2.4		Step 4	\$57,843.45	\$59,434.14	\$61,068.58	\$62,747.97
GO3.1	General Officer 3	Step 1	\$59,276.07	\$60,906.16	\$62,581.08	\$64,302.06
GO3.2		Step 2	\$60,710.45	\$62,379.99	\$64,095.44	\$65,858.06
GO3.3		Step 3	\$62,144.82	\$63,853.80	\$65,609.78	\$67,414.05
GO3.4		Step 4	\$63,577.43	\$65,325.81	\$67,122.27	\$68,968.13
GO4.1	General Officer 4	Step 1	\$65,010.04	\$66,797.82	\$68,634.76	\$70,522.21
GO4.2		Step 2	\$66,444.42	\$68,271.64	\$70,149.11	\$72,078.21
GO4.3		Step 3	\$67,947.69	\$69,816.25	\$71,736.20	\$73,708.94
GO4.4		Step 4	\$69,516.34	\$71,428.04	\$73,392.31	\$75,410.60
GO5.1	General Officer 5	Step 1	\$71,088.49	\$73,043.42	\$75,052.12	\$77,116.05
GO5.2		Step 2	\$72,658.88	\$74,657.00	\$76,710.07	\$78,819.59
GO5.3		Step 3	\$74,231.06	\$76,272.41	\$78,369.91	\$80,525.08
GO6.1	General Officer 6	Step 1	\$76,847.21	\$78,960.51	\$81,131.92	\$83,363.05
GO6.2		Step 2	\$79,465.12	\$81,650.41	\$83,895.80	\$86,202.93
GO6.3		Step 3	\$82,084.81	\$84,342.14	\$86,661.55	\$89,044.74
GO7.1	General Officer 7	Step 1	\$84,699.19	\$87,028.42	\$89,421.70	\$91,880.80
GO7.2		Step 2	\$87,313.57	\$89,714.69	\$92,181.85	\$94,716.85
GO7.3		Step 3	\$89,931.50	\$92,404.62	\$94,945.74	\$97,556.75
GO8.1	General Officer 8	Step 1	\$93,070.53	\$95,629.97	\$98,259.79	\$100,961.94
GO8.2		Step 2	\$96,211.33	\$98,857.14	\$101,575.71	\$104,369.05
GO8.3		Step 3	\$99,355.65	\$102,087.93	\$104,895.35	\$107,779.97

\* 2.75% being the maximum increase pursuant to Clause 11 of the Municipal Officers Enterprise Agreement No. 6, (2013)

CLASS	LEVEL AND STEP		CURRENT	*2.75%	*2.75%	*2.75%
N.	LEVEL AND STEP		RATE	INCREASE	INCREASE	INCREASE
			01.11.2012	01.11.2013	01.11.2014	01.11.2015
			• • • • • • • • •		••••••	••••••
CCSW.	Support Worker	Oton 1				
1		Step 1	\$34,032.79	\$34,968.69	\$35,930.33	\$36,918.41
CCSW.		Step 2			· · ·	•
2		01.0	\$35,240.73	\$36,209.85	\$37,205.62	\$38,228.78
CCSW. 3		Step 3	\$36,450.35	\$37,452.73	\$38,482.68	\$39,540.96
CCG1.	<b>Childrens Services</b>	Step 1				
1	Employee Grade 1		\$42,344.89	\$43,509.37	\$44,705.88	\$45,935.29
CCG1.		Step 2				· · · ·
2		0/ 0	\$43,265.76	\$44,455.57	\$45,678.10	\$46,934.24
CCG1. 3		Step 3	\$44,551.93	\$45,777.11	\$47,035.98	\$48,329.47
CCG1.		Step 4				· ·
4 CCG1.		Step 5	\$45,929.84	\$47,192.91	\$48,490.72	\$49,824.21
5		•	\$47,309.44	\$48,610.45	\$49,947.24	\$51,320.79
CCG1. 6		Step 6	\$48,687.35	\$50,026.25	\$51,401.97	\$52,815.53
0			ψ+0,007.33	<b>\$30,020.23</b>	ψ31,401.37	ψ52,015.55
CCG2.	Childrens Services	Step 1				
1	Employee Grade 2		\$50,083.95	\$51,461.26	\$52,876.44	\$54,330.55
CCG2.		Step 2	<i>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</i>	φ <b>01,</b> 401.20	ψ <b>0</b> 2,070.44	φ0-1,000.00
2			\$51,463.56	\$52,878.81	\$54,332.98	\$55,827.13
CCG2. 3		Step 3	\$52,843.17	\$54,296.36	\$55,789.51	\$57,323.72
CCG2.		Step 4				· · ·
4			\$54,221.09	\$55,712.17	\$57,244.25	\$58,818.47
CCG3.	Childrens Services	Step 1				
1	Employee	Step 1				
	Grade 3		\$55,680.77	\$57,211.99	\$58,785.32	\$60,401.92
CCG3. 2		Step 2	\$57,143.09	\$58,714.52	\$60,329.17	\$61,988.23
CCG3.		Step 3	φ07,140.00	φ00,7 14.0 <b>2</b>	<i>\\</i> 00,020.11	<b>401,000.20</b>
3			\$58,605.41	\$60,217.06	\$61,873.03	\$63,574.54
	Appintant Director	Stop 1				
CCAD. 1	Assistant Director	Step 1	\$60,067.74	\$61,719.60	\$63,416.89	\$65,160.86
CCAD.		Step 2				
2		Otom O	\$61,530.06	\$63,222.14	\$64,960.75	\$66,747.17
CCAD. 3		Step 3	\$62,992.38	\$64,724.67	\$66,504.60	\$68,333.48

\* 2.75% being the maximum increase pursuant to Clause 11 of the Municipal Officers Enterprise Agreement No. 6, (2013)

# Junior Rates

Employees under the age of 21 years will be paid the following percentages of the 1<sup>st</sup> increment step of classifications for Support Worker or Childrens Services Employee Grades 1 or 2 (depending upon the classification to which they are appointed based upon qualifications or experience):

Years of age	% of 1st increment rate
17 and under	62
18	72
19	82
20	92

CLASS N.	LEVEL AND	STEP	CURRENT RATE 01.11.2012	*2.75% INCREASE 01.11.2013	*2.75% INCREASE 01.11.2014	*2.75% INCREASE 01.11.2015
SO1.1	Senior Officer 1	Step 1	\$67,910.00	\$69,777.53	\$71,696.41	\$73,668.06
SO1.2		Step 2	\$69,921.67	\$71,844.52	\$73,820.24	\$75,850.30
SO1.3		Step 3	\$71,934.91	\$73,913.12	\$75,945.73	\$78,034.24
				+ - /	· · /- · ·	+ -,
SO2.1	Senior Officer 2	Step 1	\$73,946.58	\$75,980.11	\$78,069.56	\$80,216.48
SO2.2		Step 2	\$75,958.25	\$78,047.10	\$80,193.40	\$82,398.72
SO2.3		Step 3	\$77,969.91	\$80,114.08	\$82,317.22	\$84,580.94
SO3.1	Senior Officer 3	Step 1	\$80,385.18	\$82,595.77	\$84,867.16	\$87,201.00
SO3.2		Step 2	\$82,798.88	\$85,075.85	\$87,415.44	\$89,819.36
SO3.3		Step 3	\$85,214.14	\$87,557.53	\$89,965.36	\$92,439.41
0044	Operation Officers (	01				<b></b>
SO4.1	Senior Officer 4	Step 1	\$87,696.92	\$90,108.59	\$92,586.57	\$95,132.70
SO4.2		Step 2	\$90,837.71	\$93,335.75	\$95,902.48	\$98,539.80
SO5.1	Senior Officer 5	Step 1	\$94,763.68	¢07.260.69	¢100 047 25	¢102 709 65
SO5.1 SO5.2		Step 2	\$97,904.47	\$97,369.68 \$100,596.84	\$100,047.35 \$103,363.26	\$102,798.65 \$106,205.75
000.2			<i>••••</i> ,•••	\$100,550.04	φ105,505.20	\$100,203.73
S06.1	Senior Officer 6	Step 1	\$101,830.45	\$104,630.79	\$107,508.13	\$110,464.61
S06.2		Step 2	\$104,971.23	\$107,857.94	\$110,824.03	\$113,871.69
		•	. ,	<i><i><i></i></i></i>	¢110,021100	¢110,01100
SO7.1	Senior Officer 7	Step 1	\$108,897.21	\$111,891.88	\$114,968.91	\$118,130.56
SO7.2		Step 2	\$113,608.37	\$116,732.60	\$119,942.75	\$123,241.17
SO8.1	Senior Officer 8	Step 1	\$119,889.94	\$123,186.91	\$126,574.55	\$130,055.35
SO8.2		Step 2	\$126,171.52	\$129,641.24	\$133,206.37	\$136,869.55
SO9.1	Senior Officer 9	Step 1	\$135,593.86	\$139,322.69	\$143,154.07	\$147,090.80
		- ·				
S010.1	Senior Officer 10	Step 1	\$151,297.77	\$155,458.46	\$159,733.57	\$164,126.24
0044	Operation Officers 14	01				
SO11. 1	Senior Officer 11	Step 1	\$167,001.67	\$171,594.22	\$176,313.06	\$181,161.67
			1 1	<i>•••••••••••••••••••••••••••••••••••••</i>	÷	<i></i> ,
SO12.	Senior Officer 12	Step 1	¢100 705 50			
1			\$182,705.59	\$187,729.99	\$192,892.57	\$198,197.11

\* 2.75% being the maximum increase pursuant to Clause 11 of the Municipal Officers Enterprise Agreement No. 6, (2013)