

CITY OF ONKAPARINGA MUNICIPAL OFFICERS AND NURSES ENTERPRISE AGREEMENT 2016

File No. 6093 of 2016

This Agreement shall come into force on and from 1 January 2016 and have a life extending for a period of thirty-six months therefrom.

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

DATED 12 DECEMBER 2016.



A handwritten signature in black ink, appearing to read "Lara Benth", is written over a horizontal line.

COMMISSION MEMBER

**CITY OF ONKAPARINGA MUNICIPAL OFFICERS AND
NURSES ENTERPRISE AGREEMENT 2016**

**UNDERTAKING INSERTED PURSUANT TO
SECTION 79(9)**

THAT the City of Onkaparinga undertakes in relation to clause 6.7.5 of the City of Onkaparinga Municipal Officers and Nurses Enterprise Agreement 2016 (the “Agreement”) that any arrangements regarding a “suitable employment package” will be by mutual agreement and will always be at least as beneficial as the relevant provisions of the Agreement and the relevant Award.



COMMISSION MEMBER

DATED 12th December 2016





**City of Onkaparinga
Municipal Officers and Nurses
Enterprise Agreement 2016**

Table of contents

| | | |
|-----------|--|-----------|
| 1. | Application and Operation of Agreement..... | 1 |
| 1.1 | Preliminary | 1 |
| 1.2 | Title | 1 |
| 1.3 | Scope and parties Bound | 1 |
| 1.4 | Definitions | 1 |
| 1.5 | Date of Operation | 3 |
| 1.6 | Relationship to parent award | 3 |
| 1.7 | Intent..... | 3 |
| 1.8 | Enterprise Agreement Consultative Committee..... | 4 |
| 2. | Fair treatment at work | 5 |
| 2.1 | Equity and diversity..... | 5 |
| 2.2 | Anti-discrimination | 5 |
| 3. | Communication and dispute resolution | 6 |
| 3.1 | Dispute avoidance/settlement procedure..... | 6 |
| 3.2 | Agreement access | 7 |
| 3.3 | Notice boards..... | 7 |
| 4. | Employment relations and security..... | 8 |
| 4.2 | Appointment and probation | 8 |
| 4.3 | Casual employment | 8 |
| 4.4 | Part time employment/job sharing | 9 |
| 4.5 | Fixed term employment..... | 10 |
| 4.6 | Contracting out | 11 |
| 4.7 | Traineeship wage arrangements | 11 |
| 4.8 | Workers eligible for a supported wage..... | 12 |
| 4.9 | Notice of termination by an employee | 12 |
| 4.10 | Continuous service..... | 12 |
| 4.11 | Calculation of period of service | 13 |
| 4.12 | Redundancy and redeployment..... | 13 |
| 4.13 | Notice of termination by employer | 15 |
| 4.14 | Alternate Employment Arrangements..... | 17 |
| 5. | Rates of pay and related matters..... | 18 |
| 5.1 | Classification and rates of pay | 18 |
| 5.2 | Payment of wages..... | 18 |
| 5.3 | Higher duties..... | 18 |
| 5.4 | Availability allowance | 19 |
| 5.5 | First aid allowance | 19 |

Table of contents

| | | |
|-----------|---|-----------|
| 5.6 | Meal breaks and meal allowance | 20 |
| 5.7 | Motor vehicle allowance..... | 20 |
| 5.8 | Increase in allowances | 21 |
| 5.9 | Travelling expenses..... | 21 |
| 5.10 | Payment of Council rates | 21 |
| 5.11 | Union fees | 21 |
| 5.12 | Superannuation | 21 |
| 5.13 | Salary sacrifice..... | 22 |
| 6. | Working arrangements..... | 24 |
| 6.1 | Hours of work..... | 24 |
| 6.2 | Span of ordinary hours and arrangement of hours | 24 |
| 6.3 | Rostered Days Off | 25 |
| 6.4 | Flexible working hours | 26 |
| 6.5 | Accrual of TOIL | 26 |
| 6.6 | Overtime (Monday to Friday) | 26 |
| 6.7 | Overtime (Saturday, Sunday and Public Holidays) | 27 |
| 6.8 | Penalty rates on ordinary time | 27 |
| 6.9 | Library officers | 28 |
| 6.10 | Rest period after overtime..... | 28 |
| 6.11 | Call out | 28 |
| 7. | Leave of absence | 30 |
| 7.1 | Leave and other matters..... | 30 |
| 7.2 | Annual leave..... | 30 |
| 7.3 | Annual leave loading..... | 31 |
| 7.4 | Sick leave..... | 32 |
| 7.5 | Long service leave | 32 |
| 7.6 | Paid carers leave | 33 |
| 7.7 | Unpaid carers leave | 33 |
| 7.8 | Long term unpaid family carers leave..... | 34 |
| 7.9 | Compassionate leave | 35 |
| 7.10 | Additional compassionate leave | 35 |
| 7.11 | Emergency leave | 35 |
| 7.12 | Crisis leave | 36 |
| 7.13 | Volunteer Leave | 36 |
| 7.14 | Cultural Leave | 37 |

Table of contents

| | | |
|-----------|--|-----------|
| 7.15 | Grace Days | 37 |
| 7.16 | Public holidays | 37 |
| 7.17 | Purchase leave | 38 |
| 7.18 | Jury service..... | 38 |
| 7.19 | Parental Leave..... | 38 |
| 7.20 | Paid parental leave legislation | 39 |
| 7.21 | Transfer to a safe job | 39 |
| 7.22 | Replacement employees..... | 39 |
| 7.23 | Basic entitlement | 39 |
| 7.24 | Variation of period of parental leave..... | 39 |
| 7.25 | Unpaid maternity leave | 39 |
| 7.26 | Paid maternity leave | 40 |
| 7.27 | Unpaid partners leave..... | 41 |
| 7.28 | Paid partners leave | 41 |
| 7.29 | Unpaid adoption leave..... | 42 |
| 7.30 | Paid adoption leave | 42 |
| 7.31 | Parental leave and other entitlements | 43 |
| 7.32 | Right to request | 43 |
| 7.33 | Returning to work after a period of parental leave | 44 |
| 7.34 | Part time work following parental leave | 44 |
| 7.35 | Return to former position | 44 |
| 7.36 | Effect of part time on continuous service..... | 44 |
| 7.37 | Pro-rata entitlements..... | 45 |
| 7.38 | Transitional arrangements – annual leave | 45 |
| 7.39 | Transitional arrangements – sick leave | 45 |
| 7.40 | Part time work agreement..... | 45 |
| 7.41 | Termination of employment..... | 46 |
| 7.42 | Extension of hours of work | 46 |
| 7.43 | Nature of part time work..... | 46 |
| 7.44 | Replacement employees..... | 46 |
| 8. | Miscellaneous | 47 |
| 8.1 | Uniforms | 47 |
| 8.2 | Council elections | 47 |
| 8.3 | Work Health and Safety | 47 |
| 8.4 | Employee assistance program | 48 |

Table of contents

| | | |
|------------|--|-----------|
| 8.5 | Journey injury insurance | 48 |
| 8.6 | Sickness and accident insurance | 49 |
| 8.7 | No extra claims | 49 |
| 9. | Employee learning and development | 50 |
| 9.1 | Professional Development Leave | 50 |
| 9.2 | Study assistance | 50 |
| 9.3 | Training | 50 |
| 9.4 | Trade union training | 52 |
| 10. | Salary payments | 53 |
| 10.1 | First Payment | 53 |
| 10.2 | Second Payment | 53 |
| 10.3 | Third Payment | 53 |
| 10.4 | No Disadvantage | 53 |
| 11. | Signatories to the Agreement | 54 |
| 12. | Pay rate schedules | 55 |
| 13. | Appendix 1 – Classification criteria Municipal Officers | 57 |
| 13.1 | Classification | 57 |
| 13.2 | Progression through the levels | 57 |
| 14. | Appendix 2 – Classification Criteria | 58 |
| 15. | Appendix 3 – Glossary of terms | 71 |
| 16. | Appendix 4 – Classification criteria Nurses | 75 |
| 16.1 | Classification | 75 |

1. Application and Operation of Agreement

1.1 Preliminary

- 1.1.1 This document supersedes the existing certified Agreement – City of Onkaparinga Municipal Officers and Nurses Enterprise Agreement – 2013.

1.2 Title

- 1.2.1 This Agreement shall be known as the City of Onkaparinga Municipal Officers and Nurses enterprise Agreement 2016.

1.3 Scope and parties Bound

- 1.3.1 This Agreement shall be binding upon the City of Onkaparinga (the employer), the Australian Municipal, Administrative and Clerical Services Union, hereafter referred to as the Australian Services Union (ASU), in respect of its members employed by the council, the Australian Nursing and Midwifery Federation (ANMF) in respect of its members employed by the council, and the salaried employees of the City of Onkaparinga whose duties, responsibilities, work description or remuneration are contained within its terms, and generally upon employees engaged in work of a nursing, administrative, community, environmental, technical or professional nature.
- 1.3.2 Exceptions to this Agreement include the Chief Executive Officer, Directors and Managers, who will be subject to individual contracts.

1.4 Definitions

For the purposes of this Agreement:

- 1.4.1 'Act' means the *Fair Work Act (SA)* 1994, as amended.
- 1.4.2 'Agreement' means the City of Onkaparinga Municipal Officers and Nurses Enterprise Agreement 2016.
- 1.4.3 'Award' means the South Australian Municipal Salaried Officers Award and the Nurses SA Award as amended from time to time.
- 1.4.4 A 'Board of Reference' pursuant to clause 3.1.12 is convened in the South Australian Industrial Relations Commission upon application of an employee or the employer to deal with disputes in relation to the correct classification of an employee, including eligibility for higher duty payments.
- 1.4.5 'Commission' shall mean the South Australian Industrial Relations Commission.
- 1.4.6 'Consultation' shall mean the process which will have regard to employees' interests in the formulation of plans in cases of major change or significant impact. It provides these employees with the opportunity to have their viewpoints heard and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees.
- 1.4.7 'The council', 'the organisation' and 'employer' shall mean the City of Onkaparinga.
- 1.4.8 'Employee' and 'officer' shall mean any employee of the organisation who performs work covered by this Agreement, excluding the Chief Executive Officer, Directors and Managers who will be subject to individual contracts.

- 1.4.9 'Employee representative' shall mean a person who the employee chooses to accompany or assist them in a discussion. This could include a workplace representative, union official, City of Onkaparinga Contact Officer or legal advisor.
- 1.4.10 Emergency/crisis' situations for the purposes of clauses 7.11 and 7.12 shall mean storm damage, bushfire or flooding which poses a direct impact to personal property, power/technical failures and other significant **unplanned** pressing, domestic, family or personal matters and situations which require immediate action and attention by employees.
- 1.4.11 'Significant Life Event' for the purpose of clause 7.12.2 means any major change in a person's circumstances—e.g., divorce, death of spouse, ill health, domestic violence etc., that affects interpersonal relationships and/or work-related, leisure or recreational activities
- 1.4.12 'Immediate family or household member' for the purposes of clauses 7.6, 7.7 and 7.9 includes the following:
- 1.4.12.1 partner (married or de facto), including same-sex partners
 - 1.4.12.2 baby at 20 weeks' gestation, child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child)
 - 1.4.12.3 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
 - 1.4.12.4 or in special circumstances as approved by team leader/manager.
- 1.4.13 'In-house team' shall mean a group or team of employees whose work will be directly affected by a tendering process.
- 1.4.14 'Level' shall mean the classification level under the classification criteria provided as Appendix 2- clause 14.
- 1.4.15 'Statewide Super' means the superannuation scheme established and maintained under the Local Government Act 1999 (SA).
- 1.4.16 'Meetings considered a normal feature of the job' shall mean those meetings that an employee is regularly required to attend, even though those meetings may be some time apart (e.g. Council, community or Committee meetings which are held monthly or quarterly).
- 1.4.17 'Ordinary span of hours' shall mean the hours defined in clause 6.2.
- 1.4.18 'Partner for the purpose of parental and adoption leave means husband, wife or de facto or same sex partner.
- 1.4.19 'Private journey' for the purpose of clause 8.5 means any travel undertaken whilst the insured person is driving or riding as a passenger in a registered motor vehicle or motor cycle, bicycle or wheelchair on a public thoroughfare; or riding as a fare paying passenger in any form of public transport including but not limited to trains, buses, trams, buses and taxis or any properly licensed aircraft travelling over recognised air routes.
- 1.4.20 'Reasonable' shall mean that which is agreeable to reason, sound of judgement and equitable to those involved.
- 1.4.21 'Service review' shall mean the formal service review process adopted by senior
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management. This review will be a fair, transparent and accountable process undertaken by the organisation to validate a service as cost effective, meeting the needs of the community and representing the best value for money and builds in provisions for participative and timely staff consultation at all key points.

- 1.4.22 'Significant impact' shall mean termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination of diminution of job opportunities, promotion opportunities or job tenure; the review of classification criteria or structure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where this Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact.
- 1.4.23 'Union/s' shall mean the Australian Services Union Branch and/or the Australian Nursing and Midwifery Federation.
- 1.4.24 'Work Area' shall mean an organisation work unit (e.g. department, section, unit, team or individual).
- 1.4.25 'Workplace Representative' is a recognised employee representative.

1.5 Date of Operation

- 1.5.1 This Agreement shall remain in force for a period of three (3) years from 1 January 2016. This Agreement shall be reviewed and re-negotiated during the final nine (9) months of the life of the Agreement.

1.6 Relationship to parent award

- 1.6.1 This Agreement shall be read and interpreted wholly in conjunction with the Awards. Should there be any inconsistency between this Agreement and the Awards, this Agreement shall prevail to the extent of any inconsistency.

1.7 Intent

- 1.7.1 The continued success of this council and the wellbeing of employees depend on a shared commitment from the employer and employees.
- 1.7.2 This Agreement is designed to support the organisation's Community Plan as amended from time to time. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment and to continuously improve work practices, while striving to service the community in the best way possible.
- 1.7.3 It is agreed that considerable gains have been made to deliver quality services to the community. This Agreement aims to continue the process of continuous improvement around strategic plan themes. In particular, this may be achieved through the following strategies:
- 1.7.3.1 developing and implementing further workplace reform targets to achieve higher levels of productivity
 - 1.7.3.2 continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of the council and the achievement of sustainable productivity
 - 1.7.3.3 building on our earlier work in business planning, developing service standards, key performance indicators and implementing continuous

improvement initiatives

- 1.7.3.4 improving work practices and reducing waste, lost time and absenteeism
 - 1.7.3.5 sustaining and building on the organisation's high standards of health, safety and welfare
 - 1.7.3.6 continued commitment to the principles of equity and diversity in the workplace
 - 1.7.3.7 continued recognition and commitment to access training and skills acquisition opportunities to enhance employees' career paths and continuing to best meet the changing needs of the organisation.
 - 1.7.3.8 the above strategies underpin a commitment to providing gains for the community, the council and its employees.
- 1.7.4 Our major focus will be to demonstrate to our community that the council provides value for money and that we are achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies. Where it is considered that a service requires review, a clear, inclusive review process will be followed in accordance with our procedures and guidelines. Any recommended changes to the service and/or its mode of delivery that may have a significant impact on employees will be consulted in accordance with the 'consultation' and 'significant impact' definitions within this Agreement.

1.8 Enterprise Agreement Consultative Committee

- 1.8.1 The employer, employees, unions party to this Agreement and, if appropriate, other agents by invitation, will during the life of this Agreement establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this Agreement. The purpose of this mechanism would be to assist in achieving and maintaining co-operative workplace relations and beneficial work practices arising out of enquiries relating to interpretation of clauses within the Agreement.
- 1.8.2 The following items have been identified for referral to the Enterprise Agreement Consultative Committee during the term of the Agreement:
- 1.8.2.1 Review of Library Classifications
 - 1.8.2.2 Dual Role Employment
 - 1.8.2.3 Salary Sacrifice
 - 1.8.2.4 First Aid Allowance

2. Fair treatment at work

2.1 Equity and diversity

- 2.1.1 The employer and employees are committed to Equity and Diversity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the Australian *Equal Opportunity Act 1984*.
- 2.1.2 The organisation will maintain the Equity and Diversity Consultative Group (the group) for the life of the Agreement.
- 2.1.3 Terms and conditions for the operation of this group will be governed by the Equity and Diversity Group terms of reference, which may be amended from time to time by the group.

2.2 Anti-discrimination

- 2.2.1 It is the intention of the parties to this Agreement to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 2.2.2 Accordingly, in fulfilling their obligations under clause 3.1 (Dispute avoidance/settlement procedure), the parties must make every endeavour to ensure that neither the Agreement's provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.2.3 Nothing in this clause is to be taken to affect:
 - 2.2.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under federal anti-discrimination legislation
 - 2.2.3.2 An employee, the employer or the unions pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission.

3. Communication and dispute resolution

3.1 Dispute avoidance/settlement procedure

- 3.1.1 Given our Resolution of Grievances and Complaints procedure relating to the resolution of individual grievances, it is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint about the application of this Agreement relates to a group or groups of employees.
- 3.1.2 It is anticipated that the majority of issues will be brought to the attention of, and addressed by, supervisors/team leaders at the work site as part of day-to-day operational activity.
- 3.1.3 The employer and employees agree to follow all stages in the Dispute avoidance/settlement procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the organisation level.
- 3.1.4 During the implementation of the Dispute avoidance/settlement procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions unless there is a clear danger to the health and safety of employees or members of the public.
- 3.1.5 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo.
- 3.1.6 **Stage one** – The employees and/or employee representative will contact the relevant supervisor/team leader and attempt to resolve the concern or complaint at that level.
- 3.1.7 **Stage two** – If the concern is not resolved at stage one, employee(s) and/or the employee's representative will meet with the relevant supervisor/team leader and/or manager.
- 3.1.8 **Stage three** – If the matter is not resolved at stage two, employee(s) and/or the employee's representative will meet with the relevant departmental general/group manager and the human resources representative and, if necessary, the chief executive officer, with a view to resolving the matter.
- 3.1.9 **Stage four** – In the event that the matter remains unresolved after stages one, two and three, either party to the dispute may refer the matter to the Commission for resolution by conciliation, in the first instance. The parties agree to adhere to any final determination of the Commission.
- 3.1.10 The process contained in stages one, two and three should be completed within seven (7) working days of the issue being raised at stage one to ensure its expedient resolution.
- 3.1.11 Nothing in this procedure shall prevent the union(s) making direct representation to the organisation on matters of concern or complaints, at the request of an employee.
- 3.1.12 Where an employee disputes the classification assigned to their position by the employer in accordance with clause 5.1, the employee may apply to the Commission to establish a board of reference (refer to clause 1.4.4) in the terms of this

Agreement for the purposes of determining the classification, provided that the employee is in the employment of the council at the time such application is made.

3.2 Agreement access

- 3.2.1 The employer shall provide a current 'soft' copy of this Agreement on the council intranet for perusal by employees, and a current hard copy for employees unable to access the intranet in an accessible place, for the perusal by employees in relation to salaries, classification criteria and conditions of service relating to their employment.

3.3 Notice boards

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

4. Employment relations and security

4.1 Employment Security

- 4.1.1 The importance of a flexible workforce enabling the organisation to respond to changing community demand and legislative requirements is acknowledged. It is therefore recognised that the council's workforce will need to comprise a mixture of full time, part time and casual employees, employees on fixed term contracts and agency personnel. This mix will provide the flexibility necessary to enable the organisation to provide security of tenure to permanent employees.
- 4.1.2 This council is committed to providing employment and promotional opportunities for its existing employees. Vacancies for new or existing positions will usually be advertised internally in the first instance. However, in some situations vacancies will be concurrently advertised internally and externally (e.g. where the identified skill mix is not readily available internally).

4.2 Appointment and probation

- 4.2.1 All employees shall be on probation for a term of three (3) months from initial engagement with the employer.
- 4.2.2 At the conclusion of the term of three (3) months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 4.2.3 In light of the assessment, the probationary period of the employee on probation may be extended for a further term of three (3) months and the employee shall be provided with a written copy of the assessment.
- 4.2.4 Should the probationary period be extended after the initial three (3) months probationary period, regular monthly assessments shall be made.
- 4.2.5 In the event of an adverse assessment being made, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

4.3 Casual employment

- 4.3.1 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 25%, in addition to the appropriate ordinary time hourly rate prescribed under the Agreement for the normal duties involved.
- 4.3.2 The 25% loading compensates the casual employee for the non-applicability of leave entitlements (other than long service leave, where applicable and where otherwise specified in this Agreement) and payment for public holidays not worked.
- 4.3.3 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. The employer and employee shall sign a written copy of any such mutual agreement.
- 4.3.4 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 under clause 6.8 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate

which includes the 25% loading.

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

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

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

- Employment security
- Professional/development leave
- Annual leave
- Unpaid family carer's leave
- Sick, paid carer's, emergency leave
- Compassionate leave
- Rostered Days Off
- Flexible Working Hours
- Grace Days
- Crisis Leave

4.4 Part time employment/job sharing

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

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

4.4.3 The organisation will consider all applications on their merit taking into account operational arrangements, individual needs and practicalities.

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

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

4.4.6 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.

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

4.4.8 A part time employee shall qualify for incremental progression within the classification level after completing 988 hours of work. A minimum period of 12 months will be required before an employee will progress to the next incremental

step.

- 4.4.9 Where a part time employee is required to work outside of the ordinary span of hours, the appropriate overtime rates will apply.
- 4.4.10 All work performed in excess of 38 hours per week is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours is to attract the appropriate penalty.
- 4.4.11 The employee shall, where possible, be given a minimum of 24 hours' notice of the organisation's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional time shall be one (1) hour of work or in case of a day when the employee is not working or is recalled to work, a minimum of three (3) hours.
- 4.4.12 Adjustments to all entitlements are to be made proportionate to the additional hours worked over the employee's contractual hours of duty.
- 4.4.13 Part time employees who work additional hours beyond those specified in their contract of employment will access their accrued annual leave and sick leave hours in proportion to the hours actually worked, providing that each employee takes at least four (4) weeks annual leave per annum.
- 4.4.14 Part time employees will be paid for any public holidays that fall on their agreed and documented core days of work.
- 4.4.15 A part time employee working on a roster system will be paid for any public holidays that fall on a day they are normally rostered to work.

4.5 Fixed term employment

- 4.5.1 The organisation may offer fixed term employment contracts on the following grounds:
 - 4.5.1.1 for a specific project of defined duration
 - 4.5.1.2 for a position which is funded from an external body
 - 4.5.1.3 to replace an employee who is on extended leave greater than three (3) months
 - 4.5.1.4 where it is considered that the long-term requirements for a position are uncertain, e.g. financial considerations, environmental concerns (e.g. World Health Organisation requirements) or impending legislative change.
 - 4.5.2 A fixed term employment contract offered by the employer will contain the following provisions:
 - 4.5.2.1 The term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration (when a fixed term contract is to be extended past the initial expiry date, the minimum three (3) month provision will not apply).
 - 4.5.2.2 The incumbent may terminate the contract by giving the employer the minimum notice required.
 - 4.5.2.3 For contracts with a duration of two (2) years or greater, the employer shall give the incumbent three (3) months' notice of its intention not to renew the contract and the grounds on which the decision was made.
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- 4.5.2.4 Where the employer decides to continue with the same position for a further fixed term, or additional funding from an external body is provided, the incumbent shall be provided with the opportunity to renew the contract subject to having performed their duties satisfactorily in accordance with the position description and the council's performance management process. Where it is a requirement of the funding body to recall, withdraw or change any of the funding conditions, this does not mean that the employee will have an automatic right to renew the contract as the employer may decide to re-advertise the position.
- 4.5.3 Where a permanent employee is appointed to a fixed term contract position, they will revert back to their permanent role at the conclusion of the term, unless the position was accepted with the knowledge that the employee was required to permanently surrender their permanent employment at the time of the appointment.
- 4.5.4 When a fixed term contract is to be extended for a period of less than three (3) months past the initial expiry date, the minimum three (3) month notice provisions in clause 4.5.2.3 above will not apply.

4.6 Contracting out

- 4.6.1 It is agreed that work may be contracted out in circumstances where at least one of the following criteria is met:
 - 4.6.1.1 specialised and/or highly technical tasks for which the organisation does not have the necessary equipment, resources or expertise
 - 4.6.1.2 seasonal or short term work where the employment of additional permanent employees cannot be justified
 - 4.6.1.3 large labour intensive projects where the organisation is unable to apply the required equipment or resources without adversely affecting existing services or operations
 - 4.6.1.4 where a service review process has been conducted and the organisation determines that it is desirable to competitively tender the service to improve effectiveness or efficiency.
 - 4.6.1.5 Where the organisation determines that a service may be outsourced it shall go through a formal service review prior to any decisions being made about that service.
- 4.6.2 In the event that a decision is made to competitively tender a service, the organisation will take all reasonable steps to support an in-house team that has employees with appropriate and relevant skills and experience which wishes to submit a tender, by providing training, support and resources.

4.7 Traineeship wage arrangements

- 4.7.1 The organisation shall comply with the terms of the Training Wage Arrangements as outlined in Schedule 5 of the South Australian Municipal Salaried Officers Award.

4.8 Workers eligible for a supported wage

- 4.8.1 The organisation shall comply with the terms of the Supported Wage Arrangements as outlined in Schedule 6 of the South Australian Municipal Salaried Officers Award.

4.9 Notice of termination by an employee

- 4.9.1 Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer two (2) weeks' notice of their intention to do so, or in lieu thereof, the employee shall forfeit two (2) weeks' salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.
- 4.9.2 A casual employee desiring to terminate their employment shall give the employer at least one (1) days' notice of their intention to do so.

4.10 Continuous service

4.10.1 Maintenance of continuous service

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

- 4.10.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement
- 4.10.1.2 absence of the employee from work, for any cause, by leave of the employer
- 4.10.1.3 absence from work on account of illness, disease or injury
- 4.10.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee
- 4.10.1.5 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 the Agreement, the Act or Long Service Leave Act 1987 (SA)
- 4.10.1.6 interruption or termination to the employee's services 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 or
- 4.10.1.7 transfer of the employment of an employee from one council to another council subject to the provisions of the Local Government Act 1999 (SA).

4.10.2 Calculation of period of service

- 4.10.2.1 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:
- 4.10.2.2 to the extent that the employee receives or is entitled to receive pay for the period
- or
- 4.10.2.3 where the absence results from a decision of the employer to stand down the employee without pay.

4.11 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:

4.11.1 to the extent that the employee receives or is entitled to receive pay for the period or

4.11.2 where the absence results from a decision of the employer to stand down the employee without pay.

4.12 Redundancy and redeployment

4.12.1 No forced redundancies

4.12.1.1 For the period of this Agreement there will be no forced redundancies. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

4.12.2 Voluntary separation package – redundancy

Where an employee is offered a voluntary separation package (VSP), the terms of the redundancy will be:

4.12.2.1 ten (10) weeks' notice, or payment in lieu of such period of notice

4.12.2.2 a redundancy payment at the rate of three (3) weeks' salary or wage per year of completed continual service with the organisation, with a maximum payment of 104 weeks' salary or wage. The maximum payment will include the above ten (10) weeks payment in lieu of notice

4.12.2.3 the employee resigning from all positions in which they are employed by the organisation

4.12.2.4 the employee having notified their manager, who in turn will notify Human Resources, of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the organisation or its predecessors

4.12.2.5 the employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment

4.12.2.6 the employee understanding that they will not be eligible for re-employment with the organisation for a period of two (2) years from the date of resignation

4.12.2.7 the employee not having any outstanding claim for income maintenance pursuant to the Return to Work Act 2014.

4.12.2.8 The organisation has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised, the employee will have the right to decline acceptance of the VSP.

4.12.2.9 Where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the

employee's separation package will be made in the same manner as other outstanding payments (e.g. long service leave) to the employee's estate.

4.12.2.10 Each VSP requires the specific approval of the chief executive officer, notification to the appropriate union and advice to, and discussion with, the staff of the relevant department of associated work changes

4.12.2.11 Any dispute arising under the provisions of this clause will be dealt with in accordance with the dispute avoidance/ settlement procedures as set out in clause 3.1.

4.12.3 Job searching

4.12.3.1 During the period of notice of termination given in accordance with clause 4.12.2.1, an employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

4.12.3.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.12.4 Clause 4.12 does not apply to:

4.12.4.1 employees terminated as a consequence of serious misconduct that justifies dismissal without notice

4.12.4.2 probationary employees

4.12.4.3 apprentices

4.12.4.4 trainees

4.12.4.5 employees engaged for a specific period of time or for a specified task or tasks

or

4.12.4.6 casual employees.

4.12.5 Incapacity to pay

4.12.5.1 The Commission may vary the severance pay prescription on the basis of the employer's incapacity to pay. The employer may make an application for variation.

4.12.6 Redeployment

4.12.6.1 Where an employee's position is no longer required, in the first instance, every endeavour will be made to redeploy the person to a position at the same classification level.

- 4.12.6.2 An employee whose position is no longer required may decline redeployment to an alternative position at a lower classification and waive their rights to redeployment and retraining and elect to apply for a VSP.
- 4.12.6.3 Where an employee is redeployed to a position at a lower classified level, the organisation will:
- a) provide for the maintenance of salary at the date of redeployment at their existing level for a period of two (2) years. There will be no entitlement to any increase in salary until such time as the salary relevant to the lower classified position is equal to the maintained salary. If the maintained salary is not equal to the lower classified position after two (2) years, the maintained salary will be reduced to the salary applicable to the lower classification
 - b) seek opportunities to retrain and redevelop the employee to enable them to establish themselves at their previous classification level
 - c) at the employee's request, and by arrangement with the appropriate authority, continue superannuation contributions by the employer and employee on an ongoing basis at the level which applied prior to redeployment.
- 4.12.6.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position.
- 4.12.6.5 Redeployment will be deemed as having commenced when the position description is finalised and formally provided to the employee.

4.13 Notice of termination by employer

4.13.1 In order to terminate the employment of an employee, the employer must give to the employee the period of notice specified in the table below:

| Period of continuous service | Period of notice |
|--|-------------------------|
| 1 year or less | 1 week |
| Over 1 year and up to the completion of 3 years | 2 weeks |
| Over 3 years and up to the completion of 5 years | 3 weeks |
| Over 5 years of completed service | 4 weeks |

4.13.2 In addition to the notice in clause 4.13.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.

4.13.3 Payment in lieu of the prescribed notice in clause 4.13.1 and 4.13.2 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.

4.13.4 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 become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

4.13.4.1 the employee's ordinary hours of work (even if not standard hours)

4.13.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties

and

4.13.4.3 any other amounts payable under the employee's contract of employment.

4.13.5 A casual employee will be provided with one (1) days' notice by the employer when no further casual hours of work will be provided.

4.13.6 Job search entitlement

4.13.6.1 Where the employer has given notice of termination to an employee, an employee shall be allowed up to one (1) days' time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.13.7 The period of notice in clause 4.13.1 and 4.13.2 does not apply to:

4.13.7.1 employees dismissed for serious misconduct

4.13.7.2 apprentices

4.13.7.3 employees engaged for a specific period of time or for a specific task or tasks

4.13.7.4 trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement

4.13.7.5 redundancies under clause 4.12

4.13.7.6 casual employees

or

4.13.7.7 probationary employees.

4.14 Alternate Employment Arrangements

- 4.14.1 During the term of the Agreement, the organisation may explore alternate employment arrangements in consultation with Team Leaders which may include a transition to a performance incentive program. Any such program would be in addition to the minimum remuneration and entitlements provided to Team Leaders by this Agreement.

5. Rates of pay and related matters

5.1 Classification and rates of pay

- 5.1.1 The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in clause 12 of this Agreement and will include, for salary purposes, the relevant prescribed allowances.
- 5.1.2 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.
- 5.1.3 In classifying an employee, the employer shall observe the procedure contained in clause 13 of this 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 incremental point for the classification.
- 5.1.4 An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the provisions of clause 5.1.3 above and clause 3.1.12, and the organisation's Classification procedure, as amended from time to time.
- 5.1.5 Where an employee is reclassified, it shall be done on a 'point-to-point' basis: (i.e. the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that the employee has been performing the duties on which the reclassification is based).

5.2 Payment of wages

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

5.3 Higher duties

- 5.3.1 An employee who is directed by the employer to perform duties of higher value, outside or exceeding those of the classification to which the employee has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while performing such duties not less than:
 - 5.3.1.1 the minimum salary rate for the higher paid classification if the employee substantially performs the duties thereof or a salary rate commensurate with the value of the duties the employee is so directed to perform.
- 5.3.2 Employees, relieving in a higher classified position will be paid a percentage of the relevant salary as follows:
 - a) 1 day - 30% of the gap between the employees rate of pay and the higher rate
 - b) 2 days - 40% of the gap between the employees rate of pay and the higher rate
 - c) 3 days - 50% of the gap between the employees rate of pay and the higher rate
 - d) 4 days - 70% of the gap between the employees rate of pay and the higher rate
 - e) 5 days or more 100%

5.3.3 Employees relieving in the position of Manager or Director will be paid a percentage of the relevant salary in accordance with the organisations Higher Duties procedure as amended from time to time.

5.3.4 Nurses shall be paid the appropriate higher rate of pay for all hours worked at a higher level, as detailed in the Classification Criteria clause 16, Appendix 4.

5.3.5 Higher duties payments will be calculated as follows:

If an MOA employee is working higher duties at the next level to their substantive position, they will be paid at the same step in the higher classification. E.g. a level 5 step 3 would be paid a level 6 step 3. If the employee is working higher duties at a level greater than one above their substantive position, they will be paid at step 1 of that classification level E.g. a level 5 step 3 would be paid a level 7 step 1.

5.4 Availability allowance

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

5.4.2 **Immediate standby** – For the purposes of this clause, 'availability duty' means a situation where the organisation issues a written direction to an employee requiring that employee to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

5.4.3 **Lesser state of readiness** – A written direction requiring an employee to hold themselves on immediate standby is to be distinguished from the situation where a lesser state of readiness is required by the organisation. A lesser state of readiness refers to the situation where the employee is not directed to hold themselves on immediate standby. Whilst it is understood that such an employee will normally be available to answer out of hours telephone calls, it is also understood that this is not always convenient or possible. In these circumstances, the organisation will contact another employee. Where a lesser state of readiness is required of an employee, the provisions of clause 6.1.1 shall apply (rather than clause 5.4.4) other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.

5.4.4 An employee instructed to carry out availability duty in accordance with a written direction by the organisation to hold themselves on immediate standby issued pursuant to clause 5.4.2, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on immediate standby.

5.4.5 Arrangements in relation to immediate standby and/or lesser state of readiness as set out in 5.4.2 and 5.4.3 respectively may be further amended by mutual agreement between the organisation and the employee, in writing, to deal with individual circumstances and remuneration for those purposes.

5.5 First aid allowance

5.5.1 Where an employee is required to hold and act upon a first aid certificate, an allowance of \$11.60 per week shall be paid.

5.5.2 The payment shall be paid to casual and regular part time employees on a pro-rata basis, providing that such payment cannot exceed the amount of \$11.60 per week in any one (1) working week.

5.5.3 Employees already in possession of a first aid certificate will not be reimbursed the

initial cost incurred in obtaining the certificate.

- 5.5.4 Where an employee does not hold a first aid certificate but is required to obtain a certificate, the employer will provide the appropriate training including for the renewal of certificates.

5.6 Meal breaks and meal allowance

- 5.6.1 An employee required to work overtime for more than one (1) hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break before starting overtime and to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.6.2 An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
- 5.6.2.1 after three (3) hours of continuous work if that period includes a recognised meal hour or
 - 5.6.2.2 after four (4) hours of continuous work in any other case and
 - 5.6.2.3 at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.6.3 When an employee is entitled to a meal break as provided by this clause, and such employee is unable to return to their home for a meal, a meal allowance of \$19.06 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.

5.7 Motor vehicle allowance

- 5.7.1 Where an employee is required by the employer to take their vehicle to their headquarters for official use on that day, the employee shall be entitled to payment for the trip from their home to their headquarters by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between their home and their headquarters is more than 24 km.
- 5.7.2 Where an employee is directed or authorised to use their motor vehicle on, or in connection with, the business of the organisation, they shall be paid an allowance calculated at one of the rates set out in the schedule below:

| Type of vehicle | Rate of allowance |
|--|--------------------------|
| Car with an engine of 4 cylinders or less | 92 cents per km |
| Car with an engine of more than 4 cylinders or a rotary engine | \$1.03 per km |
| Motor cycle | 36 cents per km |

- 5.7.3 An employee shall be entitled to have their driver's licence paid by the employer (or the cost reimbursed) in circumstances where the requirement for the employee to drive a motor vehicle is a normal and regular feature in the performance of the employee's ordinary duties.
- 5.7.4 Provided that, should the employee resign from the service of the employer or have their service terminated through no fault of their own, prior to the expiration of the period of their licence, the employer shall have the right to deduct from monies due to the employee on termination, an amount pro-rata to the unexpired portion of the

licence fee.

- 5.7.5 Where an employee is required to attend Council meetings and/or council authorised meetings, and attends outside of their normal working hours and this necessitates use of their privately owned motor vehicle to travel directly from and to their home, the employee shall be paid an allowance at the rate prescribed under clause 5.7.2.

5.8 Increase in allowances

- 5.8.1 Each of the allowances outlined in clauses 5.5, 5.6 and 5.7 will be increased from the commencement of the first pay period on or after 1 January each year during the life of the Agreement, commencing from January 2017, by the percentage increase in the Adelaide Consumer Price Index – ABS Catalogue 6401 over the 12 months ending 30 September of the preceding year.
- 5.8.2 Increases in allowances paid under the Award will be reviewed to ensure there is no disadvantage.
- 5.8.3 No other allowances will apply during the life of this Agreement.

5.9 Travelling expenses

- 5.9.1 All authorised travelling expenses incurred by any employee in the course of their official duties shall be paid/reimbursed by the employer.

5.10 Payment of Council rates

- 5.10.1 Employees who live within the City of Onkaparinga may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions. It is the employee's responsibility to meet their individual obligations in relation to payment of rates.

5.11 Union fees

- 5.11.1 For the life of this Agreement the organisation will deduct union fees from employees (who request it) wages at no cost to the employee.

5.12 Superannuation

- 5.12.1 The parties agree that all employees shall have their choice of superannuation fund.
- 5.12.2 Statewide Super will remain the default fund where employees do not advise of an alternative superannuation fund for receipt of contributions. The employer shall pay superannuation contributions in respect of each employee into Statewide Super or an alternative complying fund nominated by the employee.
- 5.12.3 The amount of employer superannuation contribution means:
- 5.12.3.1 for non-Salarylink members:
- a) contributions which the employer must pay to a complying superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administration) Act 1992 (Cth)

and

- b) any additional superannuation contributions that the employer agrees to pay in respect of an employee.

5.12.3.2 for contributory Salarylink members as detailed in Division 8 and 9 of the Statewide Super Trust Deed:

- a) 3% of the employee's ordinary time earnings and
- b) any additional contributions which the employer is required to pay under the terms of the rules governing Statewide Super and
- c) any additional superannuation contributions that the employer agrees to pay in respect of an employee.

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

5.13 Salary sacrifice

5.13.1 Subject to the following conditions, an employee may apply to the organisation to salary sacrifice any part of their salary to make additional contributions to Statewide Super.

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

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

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

5.13.1.4 The application shall be in writing on the relevant form provided by Payroll and shall detail the percentage of salary to be salary sacrificed together with a statement that the 'cash' component is adequate for their ongoing living expenses.

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

5.13.1.6 The individual agreement to salary sacrifice may be rescinded by the employee provided a full pay period of prior notice in writing is given to Payroll officers.

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

5.13.1.8 Salary sacrifice contributions will be treated as employer contributions and are likely to be preserved.

5.13.1.9 The employee accepts that if they enter into a salary sacrifice

arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in clause 12.

- 5.13.2 During the life of this Agreement, the organisation may introduce salary sacrifice arrangements for employees to lease vehicles and other goods allowed by the Australian Taxation Office.

6. Working arrangements

6.1 Hours of work

- 6.1.1 The sections of clause 6.5 relating to 'time off in lieu of payment' (TOIL) and payment for additional hours worked do not apply to team leaders and officers who, as part of their employment contract, are provided with a 'private use' motor vehicle in lieu of overtime and TOIL.
- 6.1.2 The parties recognise the benefits of flexible working hours and agree that the business needs of an organisation should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of the service. Operating hours for the purpose of this clause shall be governed by:
- 6.1.2.1 the organisation's business needs
 - 6.1.2.2 the business needs of the work area
 - 6.1.2.3 internal and external customer service requirements
 - 6.1.2.4 interrelationships (dependency, impact, service) of the work area with other parts of the organisation
 - 6.1.2.5 parameters further defined in this clause.
 - 6.1.2.6 In order to facilitate flexible working arrangements, where appropriate employees may negotiate the following options:
 - Rostered Day Off (RDO's) or
 - Flexible working hours arrangements
 - Time off in lieu (TOIL)

6.2 Span of ordinary hours and arrangement of hours

- 6.2.1 The ordinary span of hours shall be 6am to 8pm, Monday to Friday, excluding public holidays.
- 6.2.2 The ordinary working hours will not exceed 10.5 in any day.
- 6.2.3 Hours worked outside of the normal span of hours require prior approval and will attract penalty rates of time and one half for the first three (3) hours and double time thereafter.

The following clause (6.2.4) shall not apply to employees engaged in libraries:

- 6.2.4 Where an employee's 38 ordinary time hours per week cannot be worked during the span of hours in clause 6.2.1 above, a written agreement between the employee and the employer setting out the details of the work arrangement shall be signed and held by the employer and employee. In such arrangements, the employer shall apply the appropriate standard penalties as prescribed by clause 6.2.3 of the Agreement unless some other compensating benefit is otherwise agreed between the employer and the employee.
- 6.2.5 An employee may request and shall be given the opportunity to either seek advice or the involvement of the Union in discussions relating to an agreement pursuant to clause 6.2.4

- 6.2.6 Employees who regularly and directly supervise municipal employees covered by the Local Government Employees Agreement(s), and depot based employees who regularly provide administrative support to those employees, may work the same hours as those employees, provided such hours do not exceed 152 ordinary time hours in a four (4) week period.
- 6.2.7 Full time employees are required to work a minimum of 7.6 hours on each working day, unless an employee has made arrangements with their team leader/manager to work fewer hours as a consequence of taking accrued time off.
- 6.2.8 Each employee will record their daily working hours on an approved attendance record and submit this to their team leader/manager for endorsement at the end of each four (4) week period, or in the case of a time sheet for Payroll action, at the end of each two (2) week period.
- 6.2.9 Team leaders/managers will consult with their employees with the aim of reaching agreement in respect to work schedules in accordance with the needs of the work and the above parameters.
- 6.2.10 Work groups or teams may be delegated the authority by their team leader/manager to determine their own work schedules.
- 6.2.11 An unpaid meal break of at least 30 minutes will be taken after any continuous five (5) hour period of work.
- 6.2.12 Employees are entitled to one paid tea break of 15 minutes per day. To allow for continuity of service delivery, the break shall be taken at times as negotiated within individual teams, including a roster system if required.

6.3 Rostered Days Off

- 6.3.1 Rostered days off, which involves working longer daily hours and taking accrued time, may be negotiated and agreed between the employee and the relevant team leader/manager. The following arrangements are available under this clause for fulltime employees:
 - 6.3.2 19 day month

The employee must work 7.6 hours and an additional 0.4 hours (24 minutes) per day over 19 days per month to accrue time towards and RDO.
 - 6.3.3 9 day fortnight

The employee must work 7.6 hours and an additional 0.84 hours (50 minutes) per day over 9 days in each fortnight to accrue times towards and RDO.
 - 6.3.4 By agreement the RDO may be allowed to accumulate to a maximum of three (3) days and shall be taken at a mutually agreed time. Such accrued days are to be taken within twelve (12) months from the day of accrual.
 - 6.3.5 Where an employee is required to work on a normal RDO with less than 24 hours' notice the RDO may be taken at a mutually agreed time.

6.4 Flexible working hours

- 6.4.1 The parties accept that flexible working hours are intended to provide opportunity for fulltime employees to maintain a balance between work and home to attend to personal matters during business hours.
- 6.4.2 The normal working day may be altered by mutual agreement with the relevant team leader/manager to allow employees to alter the start or finish time provided that the hours worked are within the ordinary span of hours as set out in clause 6.2.
- 6.4.3 Employees will account for their time at work and away from work on an approved timesheet.
- 6.4.4 When working flexible working hours employees must ensure that the business needs of their area are met and that adequate service provision is always available as determined by the relevant team leader/manager.
- 6.4.5 The relevant team leader/manager may by mutual agreement alter flexible working hours where the arrangement adversely impacts on the efficiency of the section and/or service delivery.

6.5 Accrual of TOIL

- 6.5.1 TOIL may be accrued on an hour-for-hour basis for ordinary time worked in excess of 38 hours per week or 152 hours per four (4) week cycle.
- 6.5.2 All hours worked in one (1) day, up to a maximum of 10.5 hours, will be paid or accrued as TOIL at the ordinary hourly rate.
- 6.5.3 Working in excess of 7.6 hours on any day will be done by mutual agreement with the appropriate team leader/manager prior to the additional hours being worked.
- 6.5.4 Accrued TOIL shall be taken as soon as reasonably practicable.
- 6.5.5 The maximum amount of accrued TOIL by a full time employee shall be 76 hours. For a part time employee the maximum amount of accrued TOIL is calculated on the number of contracted hours on a pro-rata basis. In the event more than 76 hours TOIL is accrued, the employer and employee can, by mutual agreement, agree to the taking of the additional TOIL or that the TOIL is paid out at the ordinary hourly rate.
- 6.5.6 The taking of TOIL will be arranged with the employee's team leader/manager prior to the absence and will be contingent upon operational requirements.

6.6 Overtime (Monday to Friday)

- 6.6.1 An employee shall not unreasonably refuse to work additional hours, if required.
- 6.6.2 Any work in excess of 10.5 hours in a day will be either paid or time off in lieu (TOIL) accrued at double time.
- 6.6.3 Other than in emergencies, the requirement to work additional hours beyond 7.6 hours on a particular day will be subject to reasonable notice being given.
- 6.6.4 Employees shall not be required to work beyond 12 hours on a particular day, unless an emergency situation has occurred.
- 6.6.5 An employee, who is requested to work between the hours of 6am and 8am or 6pm and 8pm, Monday to Friday, to:

- a) attend a meeting relevant to or for the organisation, which is not a normal feature or requirement of the job or
- b) when requested to complete a particular project or task, and
- c) is provided with less than 24 hours' notice

shall be paid a loading of 50% in addition to their ordinary time rate of pay for all time worked within those hours or time off in lieu (TOIL) at the applicable overtime rate.

6.6.6 An employee who is requested to work beyond the standard day, without reasonable notice to assist in an emergency situation, will be paid in accordance with the overtime provisions in this Agreement.

6.6.7 Employees shall attend meetings of Council, including Committee meetings, whenever required to do so, notwithstanding that such meetings may be outside of the employee's ordinary hours.

6.7 Overtime (Saturday, Sunday and Public Holidays)

6.7.1 All overtime worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter or time off in lieu (TOIL) at the applicable overtime rate.

6.7.2 All overtime worked on a Sunday or afternoon on Saturday shall be paid for at double time or time off in lieu (TOIL) at the applicable overtime rate.

6.7.3 All overtime worked on a public holiday as defined by clause 7.16 shall be paid for at double time and a half or time off in lieu (TOIL) at the applicable overtime rate. 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.

6.7.4 Employees paid at Level 6 Step 1 or above shall be entitled to overtime payments calculated at the Level 5 Step 3 salary rate.

6.7.5 The employer and the employee may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. Such an agreement shall be entered into by mutual agreement and recorded in writing.

6.8 Penalty rates on ordinary time

6.8.1 Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50%, in addition to their normal wage. Saturday to commence at midnight on Friday, Sunday to finish at midnight on Sunday.

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

6.8.2.1 200% in addition to their ordinary time rate of pay or

6.8.2.2 100% 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.

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

6.8.4 If an employee works Saturday and Sunday as part of their ordinary week, then they shall be entitled to two (2) consecutive days off during the period Monday to

Friday, which shall be mutually agreed between the parties.

- 6.8.5 These provisions are not intended to alter or affect flexitime or rostered hour's arrangements.

6.9 Library officers

- 6.9.1 Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5pm shall be paid a loading as set out below for all such hours worked after 5pm.

6.9.1.1 For employees paid up to and including Level 6 Step 1, a 15% loading in addition to their ordinary time rate of pay.

6.9.1.2 For employees paid at Level 6 Step 2 or above, no loading.

6.9.1.3 This loading will only be paid where the work time is continuous other than for meal breaks.

- 6.9.2 Library employees who are required to work as part of their ordinary weekly hours:

6.9.2.1 on Saturday up to noon shall be paid a loading of 25% for such time

6.9.2.2 on Saturday after noon, or on a Sunday shall be paid a loading of 50% for such time.

- 6.9.3 Library employees who are required to work in excess of 38 hours in any one week shall be granted time off in lieu (TOIL) in accordance with clause 6.5.1.

- 6.9.4 The loadings in this clause are non-cumulative upon any other penalty loading or overtime entitlement in this Agreement. Therefore, penalty loadings arising from clause 6.8 will not apply.

6.10 Rest period after overtime

- 6.10.1 If starting work at the employee's next rostered starting time would mean that the employee did not receive a full consecutive ten (10) hour break, then either:

6.10.1.1 the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least ten (10) consecutive hours or

6.10.1.2 the employer must pay the employee double ordinary rates for all work performed until the employee has received a break of at least ten (10) consecutive hours.

6.11 Call out

- 6.11.1 The provisions for a 'call out' or 'recall' will only apply when an employee has left work on the understanding that they are not required for the remainder of the day.

- 6.11.2 An employee recalled to work, including to attend Council meetings, whether notified before or after leaving the employer's premises, shall be paid for a minimum of three (3) hours work at the overtime rate.

- 6.11.3 Where the employee is being paid an availability allowance in accordance with clause 5.4 of this Agreement, a minimum of two (2) hours work, at the appropriate overtime rate will be paid for each time the employee is so recalled, provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full two (2) or three (3) hours, as the case may be, if the job

the employee was recalled to perform is completed within a shorter period. Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of clause 6.10 above when the actual time worked is less than three (3) hours on such recall or on each of such recalls.

- 6.11.4 This clause shall not apply where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

7. Leave of absence

7.1 Leave and other matters

- 7.1.1 Documentation in relation to the taking of leave shall continue as per the organisation's policies and procedures as amended from time to time.
- 7.1.2 Employees taking leave in accordance with the provisions of clause 7 will, when entitled, continue to be paid on a two (2) week cycle.
- 7.1.3 For the purpose of this Agreement:
 - 7.1.3.1 The sick leave provided in this Agreement shall, for full time employees, be deemed to be 76 hours. Sick leave for fulltime employees accrues at 2.93 hours per fortnight.
 - 7.1.3.2 The annual leave entitlement for full time employees shall be deemed to be 152 hours, unless the employee has an entitlement under clause 7.2.2. Annual leave for fulltime employees accrues at 5.85 hours per fortnight.
 - 7.1.3.3 A standard day for the purposes of calculating leave and payment for public holidays shall, for full time employees, be 7.6 hours.
 - 7.1.3.4 A standard day for the purposes of calculating leave and payment for public holidays, for full time employees working a 19 day month shall be eight (8) hours.
 - 7.1.3.5 A standard day for the purposes of calculating leave and payment for public holidays for full time employees working a 9 day fortnight shall be 8.45 hours.
 - 7.1.3.6 For employees who, as part of their contract of employment, have their ordinary day specified as other than 7.6 hours, a standard day for the purposes of calculating leave and payment for public holidays shall be in accordance with their normal ordinary hours.
 - 7.1.3.7 Employees working less than full time will have their leave entitlements and standard day, for the purposes of calculating leave and payment for public holidays, calculated on a pro-rata basis in accordance with the hours worked.

7.2 Annual leave

- 7.2.1 Fulltime employees shall, after completion of 12 months continuous service, be entitled to 152 hours of annual leave exclusive of public holidays, such leave to be paid for at normal weekly salary. Part time employees will accrue annual leave on a pro-rata basis, calculated on the actual hours worked. Employees who have less than 12 months continuous service with the organisation will accrue annual leave, to a maximum of four (4) weeks, on a pro rata basis.
- 7.2.2 Employees who are regularly rostered over seven (7) days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 7.2.3 Annual leave is cumulative.
- 7.2.4 The parties agree that annual leave shall be given and taken at a time mutually

convenient to the employer and employee concerned within a period not exceeding 12 months from the date when the right to such leave accrued.

- 7.2.5 If, before the completion of any period of 12 months continuous service, the employment of any employee is terminated for any reason other than serious misconduct, or any employee lawfully terminates their employment, they shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).
- 7.2.6 Annual leave to which an employee is entitled shall be taken within 12 months after the right to leave has accrued, provided that the employer may approve of such leave or any part thereof being deferred and taken within the following 12 months.
- 7.2.7 Notwithstanding the provisions of clause 7.2.1 hereof, the employer may allow annual leave to an employee before the right thereto is due. But where leave is taken in such a case, further periods of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which the annual leave had been taken before it accrued.
- 7.2.8 Where leave has been granted to an employee pursuant to clause 7.2.7 before the right thereto is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of 12 months not serviced by the employee, deduct from whatever remuneration is payable upon the termination of the employment the appropriate fraction of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 7.2.1 of this Agreement.
- 7.2.9 Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding ten (10) days in any calendar year at a time or times agreed between them.

7.3 Annual leave loading

- 7.3.1 Annual leave loading as provided in this clause will be calculated and paid on the first pay day occurring after 1 December of each year.
- 7.3.2 The amount of loading paid represents 17.5% of four (4) weeks' salary of the employee's substantive classification.
- 7.3.3 Employees whose annual salary is in excess of the salary payable to Level 6, Step 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 6, Step 2.
- 7.3.4 Leave loading will be paid at the higher rate where an employee has acted on long term higher duty or long term contract for a total period of six (6) months or more (in the preceding 12 month period).
- 7.3.5 An employee whose services terminate for any reason, other than serious misconduct, and who is entitled to payment in lieu of accumulated annual leave, shall be paid in addition an annual leave loading calculated in accordance with clause 7.3.2 in respect of any annual leave credit for which the payment prescribed by clause 7.3.2 has not been paid.

- 7.3.6 The annual leave loading prescribed by this clause shall not be payable for annual leave calculated on a pro-rata basis.

7.4 Sick leave

- 7.4.1 The employer and employees agree to continue to research and report on innovative or successful workplace practices that have the effect of reducing sick leave use.
- 7.4.2 An employee, who is absent from duty on account of personal sickness or injury other than an injury for which workers compensation is payable, shall be entitled to leave with full pay to the extent of two (2) weeks per annum, which will be converted to hours. For full time employees, this will convert to 76 hours. Any sick leave not taken shall accumulate from year to year.
- 7.4.3 The sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that, if so required by the employer, the employee produces to the employer a medical certificate or other reasonable evidence to prove that they were unable to attend for duty on the day or days in respect of which they claim sick leave as follows:
- 7.4.4 A medical certificate or statutory declaration (as per the employee leave procedure) will be provided from a registered health practitioner in the following instances:
- 7.4.4.1 Where concerns exist about the nature of the leave taken, a medical certificate may be requested by a Director, Manager or Team Leader.
 - 7.4.4.2 For full time employees, where five (5) or more consecutive days are taken together.
 - 7.4.4.3 For part time employees where consecutive contracted days of work are taken together that would otherwise in ordinary circumstances constitute an entire regular working week.
- 7.4.5 Where an employee falls sick or suffers an injury while on annual leave and forwards to the employer during the period of incapacity, a medical certificate or other reasonable evidence to show that they are incapacitated to the extent that they would be unfit to perform their normal duties, the employee shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.
- 7.4.6 In accordance with the provisions of Section 106 of the Local Government Act 1999 (SA), the organisation will ensure that an employee's sick leave shall be portable from council to council.

7.5 Long service leave

- 7.5.1 Long service leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), including the 'cashing out' provisions.
- 7.5.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due.
- 7.5.3 Long service leave accrued in the first ten (10) years of service must be taken by the completion of 13 years of service. Managers are to ensure leave is taken within the allocated time.
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- 7.5.4 Accumulated long service leave (e.g. 11–20 years' service) must be taken within three (3) years of the next ten (10) years' service anniversary.
- 7.5.5 Long service leave may be taken at a time mutually convenient between the organisation and the employee concerned after seven (7) years' service in periods of at least one (1) week.
- 7.5.6 An employee may take long service leave after seven (7) years' service in the following manner:
 - 7.5.6.1 Half pay, thus doubling the period of leave taken
 - 7.5.6.2 Double pay, thus halving the period of leave taken
 - 7.5.6.3 'Cashing out' all or part of their accrued leave or
 - 7.5.6.4 Taking the leave as normal.
- 7.5.7 Permanent full time employees who negotiate to reduce their hours of work to part time shall have their long service leave hours (accrual or entitlement) preserved at the higher amount applicable at the time of the reduction in their hours of work.

7.6 Paid carers leave

- 7.6.1 An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.
- 7.6.2 An employee shall be allowed a maximum aggregate of five (5) days paid carers leave per annum without a medical certificate provided that, for any period of paid carers leave where three (3) or more consecutive days are taken together, or single days taken together with a public holiday or rostered day off, or where both days preceding and following a weekend are taken off duty, satisfactory evidence shall be submitted by the employee concerned if required by the employer.
- 7.6.3 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care of the person concerned and the person concerned being either:
 - a) a member of the employee's immediate family or
 - b) a member of the employee's household.
- 7.6.4 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

7.7 Unpaid carers leave

- 7.7.1 All employees, including casual employees, will be entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care and support because of:
 - 7.7.1.1 a personal illness or injury of the member or

7.7.1.2 an unexpected emergency affecting that member.

7.7.2 An employee is entitled to unpaid carers leave only if the employee complies with the following requirements:

7.7.2.1 the employee must notify the employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced and

7.7.2.2 the employee must provide the employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the employee, which identifies the name of the person who requires care and support and the relationship of the employee to that person.

7.7.3 An employee's entitlement to unpaid carers leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and carers leave.

7.8 Long term unpaid family carers leave

7.8.1 An employee may elect, with the consent of the employer, to take special unpaid leave for the purpose of providing care to a family member who is ill.

7.8.2 Employees who make application may be granted (by the chief executive officer or delegate) up to four (4) years leave without pay to care for an immediate family member, subject to the following conditions:

7.8.2.1 The employee shall have five (5) years continuous service at the time of taking the leave.

7.8.2.2 The employee must be the primary caregiver for the person concerned.

7.8.2.3 The 'person concerned' must be a member of the employee's immediate family or household.

7.8.2.4 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 anticipated length of absence.

7.8.2.5 Employees may work on a casual basis for the employer while on unpaid long term family carers leave. The rate of pay will be based on the classification of the position to which the employee is so engaged.

7.8.2.6 Absence on long term unpaid family carers 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

7.8.2.7 An employee on long term unpaid family carers leave for up to three (3) months is entitled to the position that he or she held immediately before proceeding on unpaid family carers leave.

7.8.2.8 An employee, upon returning to work after long term unpaid family carers leave of more than three (3) months duration, shall be entitled to a position at the same classification.

7.8.2.9 Long term unpaid family carers leave may be extended, but under no circumstances will the absence on long term unpaid family carers leave extend beyond four (4) years.

7.8.2.10 Long term unpaid family carers leave may be taken immediately following a period of parental leave (as per clause 7.19) where applicable. In these instances the combined period of leave shall not extend beyond five (5) years.

7.8.2.11 Long term unpaid family carers leave shall not be taken 'back to back' with professional development leave.

7.8.2.12 An employee on long term unpaid family carers leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

7.9 Compassionate leave

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

7.9.1.1 to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life and/or

7.9.1.2 upon the death of an immediate family or household member.

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

7.9.3 This clause shall have no operation while the period of entitlement to leave under it coincides with Annual Leave, Long Service Leave or Parental Leave.

7.10 Additional compassionate leave

7.10.1.1 Compassionate leave at the time of the death of an immediate family or household member will be administered in accordance with clause 7.12.1 of this Agreement and the organisation's Employee Leave procedure, as amended from time to time.

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

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

7.11 Emergency leave

7.11.1 The organisation recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.

7.11.2 In addition to the provision of flexible working hours, as outlined in this Agreement, the organisation will allow the use of up to a maximum of five (5) days each service

year of available uncertified sick leave for emergency leave.

- 7.11.3 Emergency leave is to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal attention. This may include, but is not limited to, caring for family members and/or members of the same household and home or personal property emergencies. Such leave shall be taken in amounts of no less than one (1) hour and no more than one (1) day on each occasion.
- 7.11.4 Notification requirements are the same as those that apply to Sick Leave as outlined in this council's Employee Leave procedure, as amended from time to time.
- 7.11.5 Emergency shall not accumulate from year to year as such; however, sick leave entitlements from which the emergency leave would have been available shall continue to accumulate as sick leave pursuant to the Agreement provisions.

7.12 Crisis leave

- 7.12.1 Council recognises the requirement for flexibility in the management and taking of unplanned leave. An employee may access up to three (3) days paid crisis leave per calendar year which is provided in addition to other leave entitlements. This leave is provided to attend to:
- 7.12.2 Unplanned matters of urgent and pressing necessity or significant life events as defined in clause 1.4.11 which requires the immediate action and attention by employees.
- 7.12.3 Crisis leave can be used in conjunction with compassionate leave as set out in clause 7.9 or emergency leave as set out in clause 7.11.
- 7.12.4 Crisis leave may be used in urgent circumstances as defined and will not be allowed in circumstances that are normally and reasonably covered by annual leave, rostered days off, time off in lieu or where arrangements can be reasonably made by the employee to prevent taking leave.
- 7.12.5 Employees seeking crisis leave with pay must fully disclose the circumstances giving rise to the application for such leave and demonstrate why other forms of leave are not available or suitable.
- 7.12.6 Crisis leave is not cumulative.

7.13 Volunteer Leave

- 7.13.1 Employees involved in a formal volunteering arrangement are able to access five (5) single days unpaid leave per calendar year to undertake their volunteer activities.
- 7.13.2 Volunteer leave must be arranged with the team leader/manager in advance and be taken at a time that is mutually convenient. An application for leave must be completed on each occasion.
- 7.13.3 Unpaid volunteer leave is not cumulative.
- 7.13.4 Volunteer leave does not affect the provisions outlined in the procedure 'Emergency Services Leave'.

7.14 Cultural Leave

- 7.14.1 The parties to this agreement recognise the differing cultural needs of employees. Cultural leave is designed to facilitate the participation of employees with specific cultural obligations in the ceremonial and cultural practices in their community. Employees will be able to access up to three (3) days unpaid leave per calendar year for this purpose.
- 7.14.2 Cultural leave must be arranged with the team leader/manager in advance and taken at a time that is mutually convenient.
- 7.14.3 Employees seeking cultural leave must fully disclose the circumstances giving rise to the application. An application for leave must be completed on each occasion.
- 7.14.4 Unpaid cultural leave is not cumulative.

7.15 Grace Days

- 7.15.1 The City of Onkaparinga will be closed between Christmas Day and New Year's Day during the life of this agreement. This clause provides for three (3) Grace Days for all fulltime employees, excluding casual employees, and is provided in addition to other leave entitlements. Grace Days for part time employees will be based on their contracted hours of duty and their agreed and documented days of work.
- 7.15.2 If a fulltime employee is directed/rostered to work on a Grace Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s at an alternative time in negotiation with the team leader/manager.
- 7.15.3 If a part time employee is directed/rostered to work on a Grace Day the employee will be paid his/her applicable rate of pay for that day and is entitled to take a day in lieu of the Grace Day/s (calculated in proportion to the hours worked) at an alternative time in negotiation with the team leader/manager.
- 7.15.4 An employee who applies for and is granted sick/carers leave, or is on any form of parental leave for any of the days that fall between Christmas Day and New Year's Day the employee will not be entitled to a day off or payment in lieu of a Grace Day.

7.16 Public holidays

- 7.16.1 All employees shall be entitled to the following public holidays without any deduction of pay:
 - 7.16.1.1 Any day prescribed as a holiday by the *South Australian Holidays Act 1910* (as amended), and any other days that may from time to time be proclaimed as public holidays in the state of South Australia.
- 7.16.2 Provided that, where a public holiday occurs on a rostered day off of any employee who is regularly required to work according to a roster covering seven (7) days, the employee shall be entitled to an additional day's leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and the employer.
- 7.16.3 An employee rostered to work on any statutory or gazetted public holiday including 25 December, even if 25 December is not declared a public holiday, will attract penalty rates in accordance with clause 6.8.2 and will receive a minimum payment of three (3) hours.

7.17 Purchase leave

- 7.17.1 The parties agree that employees may apply to purchase additional annual leave in terms approved by the employer. Granting any application is at the sole discretion of the employer.

7.18 Jury service

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

- 7.18.1.1 the employee notifies the organisation as soon as possible of the date(s) involved in jury service
- 7.18.1.2 the employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance
- 7.18.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the organisation and
- 7.18.1.4 the employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal days' work.

- 7.18.2 Jury service shall count as service for all purposes of the Agreement.

7.19 Parental Leave

- 7.19.1 For the purpose of this clause, the following definitions will apply:

- 7.19.1.1 'Child' means a child of the employee under the age of one (1) year, except for adoption of a child where child means a person under the age of five (5) years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
- 7.19.1.2 'Spouse' includes a de facto or former spouse.
- 7.19.1.3 'Employee' means full time, part time and eligible casual employees, but does not apply to other casual employees.
- 7.19.1.4 'Continuous Service' as it relates to this clause means continuous service with the City of Onkaparinga.
- 7.19.1.5 'Eligible casual employee' means a casual employee:
 - a) employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and
 - b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

7.20 Paid parental leave legislation

7.20.1.1 The provisions of this agreement relating to Paid Maternity Leave are not affected or reduced by the existing Commonwealth Government Paid Maternity Leave Scheme.

7.20.1.2 If during the life of this agreement a legislative scheme is introduced which is fully government funded for any other form of parental leave the provisions of paid parental leave outlined in this agreement will remain.

7.21 Transfer to a safe job

7.21.1.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions applicable to that job until the commencement of maternity leave.

7.21.1.2 If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee, to commence parental leave for such period as is certified necessary by a registered medical practitioner.

7.22 Replacement employees

7.22.1.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

7.22.1.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

7.23 Basic entitlement

7.23.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave, on a shared basis, in relation to the birth or adoption of their child. Maternity or partners leave may be taken where appropriate. Adoption leave may be taken in the case of adoption.

7.23.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- a) for maternity and partners leave, an unbroken period of one (1) week at the time of the birth of the child
- b) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

7.24 Variation of period of parental leave

7.24.1.1 Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

7.25 Unpaid maternity leave

7.25.1.1 An employee will provide to the employer, at least ten (10) weeks in advance of the expected date of commencement of parental leave:

- a) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement
- b) written notification of the date on which she proposes to commence maternity leave and the period of leave to be taken and
- c) a statutory declaration stating particulars of any period of partners leave sought or taken by her spouse and that, for the period of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

7.25.1.2 Subject to clause 7.25.1.1 above, and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of the birth.

7.25.1.3 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, the employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

7.25.1.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

7.25.1.5 Where leave is granted under clause 7.23, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

7.26 Paid maternity leave

7.26.1.1 A female employee who produces to the organisation with ten (10) weeks' notice a certificate of a legally qualified medical practitioner confirming the pregnancy and specifying the expected date of delivery, shall be entitled to payment whilst on maternity leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid maternity leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted nine (9) weeks paid maternity leave
- c) after 36 months of continuous service employees will be granted 12 weeks paid maternity leave.
- d) The period of paid maternity leave will be paid in normal fortnightly payments from the commencement of the maternity leave component of the employee's leave.

- e) Any public or other statutory holiday which may fall within the period of paid maternity leave shall be counted as a day of such maternity leave.
- f) Absence from work during paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes.
- g) Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease.

7.26.1.2 In extenuating circumstances the employer will consider the application of this section in full or part to partner employees where it can be satisfied that the employee is the primary care giver.

7.27 Unpaid partners leave

7.27.1 An employee will provide to the employer at least ten (10) weeks prior to each proposed period of partners leave with:

7.27.1.1 a certificate from a registered medical practitioner which names the employees' partner, states that she is pregnant and the expected date of confinement or states the date on which the birth took place and

7.27.1.2 written notification of the dates on which the employee proposes to start and finish the period of partner's leave and

7.27.1.3 a statutory declaration stating:

- a) that the employee will take that period of partners leave to become the primary caregiver of a child
- b) particulars of any period of maternity leave sought or taken by the employee's partner and
- c) that for the period of partners leave the employee will not engage in any conduct inconsistent with the contract of employment.

7.27.1.4 An employee may take partners leave without giving ten (10) weeks' notice if:

- a) the birth of the child occurs earlier than expected or
- b) the mother of the child dies or
- c) other compelling circumstances arise.

7.27.1.5 Where any of these conditions occur, the employee shall notify the employer of any change in the information provided previously as soon as possible.

7.28 Paid partners leave

7.28.1.1 An employee who produces to the organisation with ten (10) weeks' notice a certificate of a legally qualified medical practitioner confirming the pregnancy of their partner and specifying the expected date of delivery shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted one (1) week of paid partners leave
- b) after 24 months of continuous service to less than 36 months

- c) service employees will be granted two (2) weeks paid partners leave after 36 months of continuous service employees will be granted three (3) weeks paid partners leave
- d) the period of paid partners leave will be paid in the normal fortnightly pay from the commencement of the parental leave
- e) any public or statutory holiday which may fall within the period of paid partners leave shall be counted as a day of such parental leave
- f) absence from work during paid partners leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.29 Unpaid adoption leave

7.29.1.1 The employee will notify the employer at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

7.29.1.2 Before commencing adoption, an employee will provide the employer with a statutory declaration stating:

- a) the employee is seeking adoption leave to become the primary caregiver of the child
- b) particulars of any period of adoption leave sought or taken by the employee's spouse and
- c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

7.29.1.3 The employer may require an employee to provide confirmation from the appropriate government authority of the placement.

7.29.1.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

7.30 Paid adoption leave

7.30.1 An employee who produces evidence to the satisfaction of the organisation that they are an approved applicant for the adoption of a child and will be the primary caregiver, shall be entitled to payment whilst on leave as follows:

- a) after 12 months of continuous service to less than 24 months service employees will be granted six (6) weeks paid adoption leave
- b) after 24 months of continuous service to less than 36 months service employees will be granted nine (9) weeks paid adoption leave
- c) after 36 months of continuous service employees will be granted 12 weeks paid adoption leave
- d) any public or statutory holiday which may fall within the period of paid adoption leave shall be counted as a day of such parental leave.

7.30.1.1 In extenuating circumstances (e.g. overseas adoption) the employer will consider the application of this section in full or part to employees who are partners (as defined) and have a shared caregiver responsibility.

7.30.1.2 Absence from work during paid adoption leave shall count as service for the accrual of sick leave, annual leave and long service leave.

7.30.1.3 Where an employee is to become the long term foster carer of a child the employer will consider the application of the provisions of paid or unpaid adoption leave as set out in clauses 7.29 and 7.30, in full or part to that employee

7.30.1.4 Each case will be assessed separately on its merits and on the term of the foster care arrangement and will require the approval of the Chief Executive Officer.

7.31 Parental leave and other entitlements

7.31.1.1 An employee may, in lieu of or in conjunction with parental leave, access other paid leave entitlements that they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks.

7.31.1.2 Where an employee, not then on parental leave, suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks.

7.32 Right to request

7.32.1 An employee entitled to parental leave pursuant to clause 7.19 may request the employer to allow the employee:

- a) To extend the period of simultaneous unpaid parental leave provided for in clauses 7.25 and 7.27 up to a maximum of eight (8) weeks.
- b) To extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months
- c) To return from a period of parental leave on a part-time basis until the child reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.32.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employees parental responsibilities, may on refuse the request on reasonable grounds related to the effect on the workplace or the employers business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Where an employee wishes to make a request under clause 7.32, such a request must be made in writing, as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

7.33 Returning to work after a period of parental leave

- 7.33.1 An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 7.33.2 An employee will be entitled to the position that they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 7.21.1.1, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.33.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 7.33.4 The employer must not fail to re-engage a casual employee because:
- a) the employee or employee's spouse is pregnant or
 - b) the employee is or has been immediately absent on parental leave.
- 7.33.5 The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

7.34 Part time work following parental leave

- 7.34.1 Entitlement – with the agreement of the employer:
- 7.34.1.1 A partner employee (as defined) may work part time in one (1) or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - 7.34.1.2 A female employee may work part time in one (1) or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
 - 7.34.1.3 A female employee who has given birth may work part time in one (1) or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
 - 7.34.1.4 in relation to adoption, an employee may work part time in one (1) or more periods at any time from the date of the placement of the child until the second anniversary of that date.

7.35 Return to former position

- 7.35.1 An employee who has had at least 12 months continuous service with the employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one, the right to return to their former position.
- 7.35.2 Nothing in clause 7.35.1 above shall prevent the employer from permitting the employee to return to their former position after a second or subsequent period of part time employment.

7.36 Effect of part time on continuous service

- 7.36.1 Commencement on part time work under this subclause and return from part time work to full time work under this subclause shall not break the continuity of service or employment.

7.37 Pro-rata entitlements

- 7.37.1 Subject to the provisions of this subclause and the matters agreed to in accordance with clause 7.34 hereof, part time employment shall be in accordance with the provisions of this Agreement, which shall apply pro-rata.

7.38 Transitional arrangements – annual leave

- 7.38.1 An employee working part time under this subclause shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part time work under this subclause.
- 7.38.2 A full time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in this Agreement, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.
- 7.38.3 Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.

7.39 Transitional arrangements – sick leave

- 7.39.1 An employee working part time under this subclause shall have sick leave entitlements that have accrued under this Agreement (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

7.40 Part time work agreement

- 7.40.1 Before commencing a period of part time employment under this subclause the employee and the employer shall agree:
- a) that the employee may work part time
 - b) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work
 - c) upon the classification applying to the work to be performed and
 - d) upon the period of part time employment.
- 7.40.2 The terms of this part time work agreement may be varied by consent.
- 7.40.3 The terms of this part time work agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 7.40.4 The terms of this part time work agreement shall apply to the part time employment.

7.41 Termination of employment

- 7.41.1 The employment of a part time employee under this subclause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this subclause or has enjoyed or proposes to enjoy any benefits arising under this subclause.
- 7.41.2 Any termination entitlements payable to an employee whose employment is terminated while working part time under this subclause, or while working full time after transferring from part time work under this subclause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro-rata basis.

7.42 Extension of hours of work

- 7.42.1 The employer may request, but not require, an employee working part time under this subclause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 7.40.

7.43 Nature of part time work

- 7.43.1 The work to be performed part time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

7.44 Replacement employees

- 7.44.1 A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.
- 7.44.2 A replacement employee may be employed part time. Subject to 7.43.1, clauses 7.36, 7.37, 7.38, 7.39, 7.40 and 7.41 shall apply to the part time employment of replacement employees.
- 7.44.3 Before the employer engages a replacement employee under 7.44.1 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 7.44.4 Nothing in this subclause shall be construed as requiring the employer to engage a replacement employee.

8. Miscellaneous

8.1 Uniforms

- 8.1.1 An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires the uniform to be worn.
- 8.1.2 The organisation will subsidise uniform costs to employees who are not required to compulsorily wear a uniform in accordance with the Corporate Wardrobe procedure as amended from time to time.

8.2 Council elections

- 8.2.1 Returning officers, deputy returning officers, presiding officers and poll clerks shall be paid in accordance with the following:
 - 8.2.1.1 returning officer, the rate applicable to a Level 4 Step 4
 - 8.2.1.2 deputy returning officer, the rate applicable to a Level 4 Step 2
 - 8.2.1.3 presiding officer, the rate applicable to a Level 3 Step 4
 - 8.2.1.4 poll clerk, the rate applicable to a Level 1, Step 6.
- 8.2.2 Work performed outside of the employee's ordinary working hours, Monday to Friday inclusive, shall be paid at these salaries at the rate of time and a half.
- 8.2.3 All time worked subject to this clause on weekends in connection with an election shall be paid for at the rate of time and a half.
- 8.2.4 To establish an hourly rate from a weekly rate, the divisor used shall be 38.
- 8.2.5 The provisions of clauses 6.4 Working additional hours or outside the normal span, 5.6 Meal breaks and meal allowance, 4.3 Casual employment and clause 4.4 Part time employment, of this Agreement shall not apply for weekend work performed in connection with an election.
- 8.2.6 On Council polling day, where an employee performing work covered by this clause is unable to return to his or her home for a meal, and unless an adequate meal is provided by the organisation, they shall be paid a meal allowance in accordance with the provisions of clause 5.6 irrespective of whether a meal break, paid or unpaid, is taken, in the following circumstances:
 - a. after three (3) hours of continuous work if that period includes a recognised meal hour or
 - b. after four (4) hours of continuous work in any case; and the employee shall, under the conditions set out in the preamble to this subclause, be paid a subsequent meal allowance or meal allowances in accordance with the provisions of clause 5.6 at four (4) hourly intervals calculated from one (1) hour after the commencement of the first or any subsequent entitlement to such allowance under this subclause.

8.3 Work Health and Safety

- 8.3.1 The employer and employees recognise the importance of an effective occupational health and safety program in providing a safe work environment for all employees. It is further recognised that improved occupational health and safety will ultimately increase productivity throughout the organisation by reducing the number of

incidents/accidents and, therefore, lost time.

- 8.3.2 The employer and employees will strive to continually improve occupational health and safety performance in accordance with the WorkCover Exempt Employer Performance Standards and provide the highest level of rehabilitation processes for employees who sustain a work related injury or illness.
- 8.3.3 The necessity to fulfil the obligations outlined in the *Work Health and Safety Act* are recognised, and the employer and employees are committed to ongoing training in this vital area.
- 8.3.4 In any alteration to work practices, a reduction in the potential for workplace injuries or illness will be of prime importance.
- 8.3.5 The organisation is committed to providing ongoing training to employees in first aid to senior certificate level. The number of employees to be trained is to be reviewed and determined annually by Department Managers (in consultation with relevant work groups) in accordance with the needs of that department and the *Work Health and Safety Act*.
- 8.3.6 The organisation will provide, at no cost to employees, protective clothing and safety equipment as considered appropriate by the relevant safety committee, having regard to the employer's duty of care, obligations under the *Work Health and Safety Act*) and Regulations, and as documented in the City of Onkaparinga's Health and Safety policies, procedures and safe work procedures, as amended from time to time.
- 8.3.7 Where the provision of safety boots is required in accordance with clause 8.3.6, the employer will pay the agreed value as determined by the organisation's Operations Health and Safety Committee.
- 8.3.8 Employees who are required to handle chemicals in the course of their duties shall be entitled to an annual medical examination as arranged by the employee and the employer. The cost of such medical examination— being the difference between the Medicare rebate and the actual cost of the examination—shall be borne by the employer.

8.4 Employee assistance program

- 8.4.1 As part of the commitment to the provision of a safe, healthy and harmonious working environment, the organisation will provide employees with access to professional, independent and confidential counselling services at no cost to the employee.
- 8.4.2 The self-referral service will be available 24 hours per day, 365 days per year in accordance with the Employee Assistance Program procedure, which may be amended from time to time by Human Resources.

8.5 Journey injury insurance

- 8.5.1 The organisation will provide journey injury insurance for all employees embraced by this Agreement.
- 8.5.2 The insurance will provide cover for employees suffering bodily injury whilst engaged in a journey associated with work and training, and all private journeys as defined in clause 1.4.19.

- 8.5.3 The insurance will provide cover for employees during authorised work breaks when a journey is involved.

8.6 Sickiness and accident insurance

- 8.6.1 The organisation will negotiate access to a sickness and accident insurance scheme at competitive rates and conditions for employees.
- 8.6.2 Employees will be given the option of making an individual choice of joining any scheme negotiated on their behalf at their cost and will be responsible to adhering to any rules of any such scheme.

8.7 No extra claims

- 8.7.1 The signatories undertake that there shall be no further salary or wage increase for the term of this Agreement, except where consistent with the terms of this Agreement
- 8.7.2 This Agreement shall not preclude increases granted in accordance with the Australian Pay and Classification Scale for economic adjustment purposes from being accessed by those covered by this Agreement when it is clearly stated that any such increases are in addition to enterprise bargaining increases.

9. Employee learning and development

9.1 Professional Development Leave

- 9.1.1 Employees who make application may be granted (by the chief executive officer or his/her delegate) up to three (3) years leave without pay to undertake a course of study or to take up a professional development placement subject to the employee having five (5) years continuous service at the time of commencing the leave.
- 9.1.2 The organisation will consider all applications on their merit, taking into account operational arrangements and practicalities and the demonstrated benefits to the organisation.
- 9.1.3 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.
- 9.1.4 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 professional development leave.
- 9.1.5 An employee, upon returning to work after professional development leave of more than three (3) months duration, shall be entitled to a position at the same classification level.
- 9.1.6 An employee on professional development leave may terminate their employment at any time during the period of leave by notice given in accordance with the Agreement.
- 9.1.7 Professional development leave shall not be taken 'back to back' with unpaid carers leave or with another period of professional development leave.
- 9.1.8 An employee must have completed a reasonable period of service between periods of professional development leave. This will be influenced by the length of approved leave previously taken.

9.2 Study assistance

- 9.2.1 It is agreed that the organisation has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and/or likely future career responsibilities.
- 9.2.2 Study assistance (study Leave or reimbursement of fees) is managed in accordance with the organisation's Study Leave or Study Assistance procedures as amended from time to time.

9.3 Training

- 9.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the potential to lead to a multiskilled workforce which will give benefits to the organisation in improved productivity as well as providing improved career prospects for employees. As such, the organisation has a commitment to the ongoing training of its employees.
- 9.3.2 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programs.

- 9.3.3 It is recognised that planning sessions and personal/professional development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of the organisation. As a means of enabling greater flexibility in the provision of planning/training activities, the organisation may require employees to attend selected activities conducted on weekday evenings (excluding public holidays) between the hours of 6pm and 9pm, or on Saturdays between the hours of 8am and 5pm. Training shall not be conducted on a Saturday forming part of a weekend adjacent to a public holiday.
- 9.3.4 A minimum period of four (4) weeks' notice will be provided prior to any planning/training activity being conducted during the times set out in clause 9.3.3 above. Where possible, more than one opportunity to attend an activity will be provided. An employee may be required to attend up to a maximum of 38 hours spread over a maximum of five (5) sessions.
- 9.3.5 Time spent on planning/training activities conducted during the times set out in clause 9.3.3 above shall, at the discretion of the employee, either be paid at the ordinary rate of pay or taken as time off in lieu of payment at ordinary time. Activities conducted on a Saturday will be for a minimum of three (3) hours.
- 9.3.6 All time off in lieu accumulated in this manner must be taken within six (6) months of the training program.
- 9.3.7 No other payments or penalties will apply, with the exception of either the provision of a meal by the organisation or payment of the appropriate meal allowance.
- 9.3.8 The organisation 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 arrangements.
- 9.3.9 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 manager of Human Resources.
- 9.3.10 No employee shall be required to participate in a planning/training activity that, in addition to their normal duties, would require them to attend work in excess of 12 hours in any one (1) day.
- 9.3.11 Unless otherwise agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the ordinary working hours described in this Agreement.
- 9.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by the organisation.
- 9.3.13 No part time employee will be disadvantaged in relation to training opportunities.
- 9.3.14 Notwithstanding the above, the organisation may offer training opportunities for personal development outside of ordinary working hours in the employee's own time on a voluntary basis.

9.4 Trade union training

- 9.4.1 The organisation recognises the importance of supporting union workplace representatives and deputies and will facilitate trade union training for elected workplace representatives of up to five (5) days maximum per annum as approved by local management. The aggregate of the training shall not exceed 20 days per annum.
- 9.4.2 Wherever possible, a minimum of four (4) weeks' notice to the employer is required and operational requirements and priorities will not suffer as a result of attendance at training.
- 9.4.3 Workplace representatives will be entitled to the use of council telephones, faxes, photocopiers, internet, email and facilities to assist in their communication with employees.
- 9.4.4 Union workplace representatives will be allowed paid time to carry out their work as union representatives, with the prior approval of their manager.

10. Salary payments

10.1 First Payment

A salary increase of 2% effective from the commencement of the first pay period on or after the successful vote. This payment will be made in the first full pay period following the vote.

Additionally a once off payment of \$900 (or pro-rata equivalent based on average fortnightly hours for casuals/part timers) will be paid to each employee following a successful vote.

10.2 Second Payment

A salary increase of 2% effective from the commencement of the first full pay period on or after 1 January 2017.

10.3 Third Payment

A salary increase of 2% effective from the commencement of the first full pay period on or after 1 January 2018.

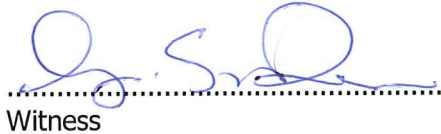
10.4 No Disadvantage

Following the release of the Adelaide Consumer Price Index (CPI) figures – ABS Catalogue 6401 - for the year ending 30 September 2017, an assessment will be made of the changes to CPI from 30 September 2015 and a comparison made to the payments outlined above. The CEO will then determine if there has been any disadvantage to employees and if so will consider reviewing the amount to be paid in January 2018.

11. Signatories to the Agreement

For and on behalf of the Australian Services Union

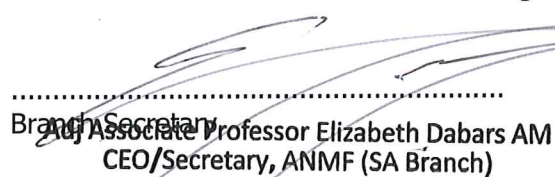

.....
Branch Secretary

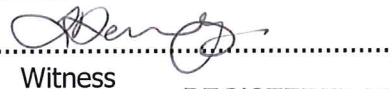

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Witness

Date 25/10/16

Date 25/10/16

For and on behalf of the Australian Nursing and Midwifery Federation


.....
Branch Secretary
Assoc. Professor Elizabeth Dabars AM
CEO/Secretary, ANMF (SA Branch)

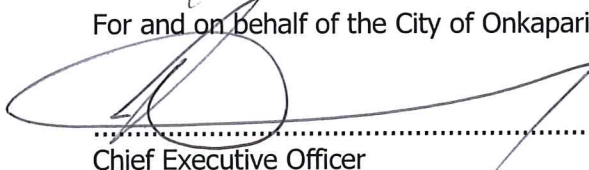

.....
Witness

REGISTERED NURSE
with more than
5 years experience

Date 24-10-2016

Date 24-10-2016

For and on behalf of the City of Onkaparinga


.....
Chief Executive Officer


.....
Witness

Date 27-10-2016

Date 27-10-2016

12. Pay rate schedules

Municipal Officers

| Classification Level | | Current 2015 | 1st full pay period following a successful vote 2% | January 2017 2% | January 2018 2% |
|----------------------|----------------|-----------------|---|--------------------|--------------------|
| MOA101 | 17 Y.O. | 29,980.06 | 30,579.66 | 31,191.25 | 31,815.08 |
| | 18 Y.O. | 34,414.34 | 35,102.63 | 35,804.68 | 36,520.77 |
| | 19 Y.O. | 38,847.54 | 39,624.49 | 40,416.98 | 41,225.32 |
| | 20 Y.O. | 43,279.64 | 44,145.23 | 45,028.14 | 45,928.70 |
| MOA 1 | Step 1 | 46,828.82 | 47,765.40 | 48,720.70 | 49,695.12 |
| | Step 2 | 47,890.95 | 48,848.77 | 49,825.74 | 50,822.26 |
| | Step 3 | 49,378.15 | 50,365.71 | 51,373.03 | 52,400.49 |
| | Step 4 | 50,973.53 | 51,993.00 | 53,032.86 | 54,093.52 |
| | Step 5 | 52,582.02 | 53,633.66 | 54,706.33 | 55,800.46 |
| | Step 6 | 54,233.13 | 55,317.79 | 56,424.15 | 57,552.63 |
| MOA 2 | Step 1 | 55,907.19 | 57,025.33 | 58,165.84 | 59,329.16 |
| | Step 2 | 57,559.39 | 58,710.58 | 59,884.79 | 61,082.49 |
| | Step 3 | 59,215.97 | 60,400.29 | 61,608.30 | 62,840.46 |
| | Step 4 | 60,863.80 | 62,081.08 | 63,322.70 | 64,589.15 |
| MOA 3 | Step 1 | 62,514.91 | 63,765.21 | 65,040.51 | 66,341.32 |
| | Step 2 | 64,166.02 | 65,449.34 | 66,758.33 | 68,093.49 |
| | Step 3 | 65,820.41 | 67,136.82 | 68,479.55 | 69,849.15 |
| | Step 4 | 67,472.61 | 68,822.06 | 70,198.50 | 71,602.47 |
| MOA 4 | Step 1 | 69,120.45 | 70,502.86 | 71,912.92 | 73,351.17 |
| | Step 2 | 70,791.23 | 72,207.05 | 73,651.20 | 75,124.22 |
| | Step 3 | 72,428.13 | 73,876.69 | 75,354.23 | 76,861.31 |
| | Step 4 | 74,081.43 | 75,563.06 | 77,074.32 | 78,615.81 |
| MOA 5 | Step 1 | 75,731.44 | 77,246.07 | 78,790.99 | 80,366.81 |
| | Step 2 | 77,382.56 | 78,930.21 | 80,508.82 | 82,118.99 |
| | Step 3 | 79,034.76 | 80,615.46 | 82,227.76 | 83,872.32 |
| MOA 6 | Step 1 | 81,787.34 | 83,423.09 | 85,091.55 | 86,793.38 |
| | Step 2 | 84,539.92 | 86,230.72 | 87,955.33 | 89,714.44 |
| | Step 3 | 87,295.77 | 89,041.69 | 90,822.52 | 92,638.97 |
| MOA 7 | Step 1 | 90,049.45 | 92,768.44 | 94,623.81 | 96,516.28 |
| | Step 2 | 92,800.93 | 94,656.95 | 96,550.09 | 98,481.09 |
| | Step 3 | 95,554.61 | 97,465.70 | 99,415.02 | 101,403.32 |
| MOA 8 | Step 1 | 98,857.92 | 100,835.08 | 102,851.78 | 104,908.82 |
| | Step 2 | 102,162.33 | 104,205.58 | 106,289.69 | 108,415.48 |
| | Step 3 | 105,467.82 | 107,577.18 | 109,728.72 | 111,923.29 |
| MOA 9 | | 110,636.42 | 112,849.15 | 115,106.13 | 117,408.25 |
| MOA 9A | | 116,064.00 | 118,385.28 | 120,752.99 | 123,168.05 |

Registered Nurses

| Classification Level | | Current | 1st Full Pay Period following a successful vote | January 2017 | January 2018 |
|----------------------|--------|-----------|---|--------------|--------------|
| | | 2015 | 2% | 2% | 2% |
| RN Level 2 | Year 1 | 66,528.50 | 67,859.07 | 69,216.25 | 70,600.58 |
| | Year 2 | 67,754.54 | 69,109.63 | 70,491.82 | 71,901.66 |
| | Year 3 | 69,158.69 | 70,541.86 | 71,952.70 | 73,391.76 |
| | Year 4 | 70,566.12 | 71,977.44 | 73,416.99 | 74,885.33 |
| RN Level 3 | Year 1 | 73,199.60 | 74,663.59 | 76,156.86 | 77,680.00 |
| | Year 2 | 74,780.77 | 76,276.39 | 77,801.91 | 79,357.95 |
| | Year 3 | 76,363.04 | 77,890.30 | 79,448.11 | 81,037.07 |
| | Year 4 | 77,942.03 | 79,500.87 | 81,090.89 | 82,712.71 |

13. Appendix 1 – Classification criteria Municipal Officers

13.1 Classification

- 13.1.1 The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses employees engaged in work of an administrative, community, environmental, technical or professional nature.
- 13.1.2 The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form that can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- 13.1.3 Based on the information gathered, a job description will be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- 13.1.4 After the job description is complete a systematic comparison with the classification criteria will be undertaken. This assessment is used to determine the appropriate classification of the position.
- 13.1.5 All officers are classified according to the General Officer structure.
- 13.1.6 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.
- 13.1.7 When classifying a position all aspects of the job must be considered against the total classification criteria and 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.
- 13.1.8 The job description will be tested against more than one level for appropriateness.

13.2 Progression through the levels

- 13.2.1 At the conclusion of each 12 month period following appointment to a classification a full time officer shall be eligible for incremental progression within each salary level on annual basis upon completing full time equivalent hours.
- 13.2.2 A part time employee shall qualify for incremental progression within the classification level after completing 988 hours of work. A minimum period of 12 months will be required before an employee will progress to the next incremental step.

14. Appendix 2 – Classification Criteria

Characteristic

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

LEVEL 1

Activities/functions

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

Complexity of task/level of autonomy

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

Initiative and judgement

- Freedom to act is limited by standards and procedures; however experienced officers may have sufficient freedom to exercise judgement and initiative in the performance of work.

Problem solving

- Solutions to problems found in established procedures.

Provision of advice, support, assistance, time management and organisation skills

- Responsible for the timeliness of own work.

General responsibilities

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

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

Where prime responsibility lies in a technical field

Experienced officers may have a technical oversight of minor works activities and could include:

- completion of field project according to instructions and established procedures.
- Trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.

Where the prime responsibility is in the works area

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

Where prime responsibility is in libraries

Undertake routine library duties:

- routine shelving
- issues and returns.

Where prime responsibility is in a recreation complex (aquatic or no aquatic)

- Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.

Where prime responsibility is in a 'professional' field

- Not relevant to this level.

Where prime responsibility is in clerical, secretarial, administrative

Provide secretarial and administrative support and could include:

- straightforward operation of keyboard equipment
- basic word processing, data input
- basic numeracy, written and verbal communication skills relevant to the work area
- provision of routine information
- general reception and telephonist duties
- general stenographic duties.

Where prime responsibility is in environmental services

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

Where the prime responsibility is in community services

- Not relevant to this level.

Requirements of the job

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

OR

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

Progression

- Completion of Introduction to Childcare Skills and accepted for the Advanced Certificate in Childcare.

LEVEL 2

Activities/functions

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

Complexity of task, level of autonomy

- Application of acquired skills, knowledge and an 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.
- Work outcomes are monitored, clearly defined.
- Works under regular direction with assistance being readily available.
- Works under regular supervision.
- Graduates receive instruction.
- Community services graduates initially appointed to the top of this level work under direct supervision.

Initiative and judgement

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

Problem solving

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

Provision of advice, support, assistance

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

Time management and organisation skills

- Managing time, planning and organising own work.

General responsibilities

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

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

Where prime responsibility lies in a technical field

Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:

- application of established practices and procedures
- responsibility for a minor project.

Where the prime responsibility is in the works area

Responsible for operational supervision of minor works programs/single works function, or project (first level supervision for minor works programs/projects) and could include:

- supervision, planning and coordinating of the activities of officers and day to day operations.

Where the prime responsibility is in libraries

- Provide paraprofessional support to qualified librarians
- In charge of a library outlet or function within the library
- Oversee the work of unqualified library staff.

Where the prime responsibility is in a recreation complex (aquatic or non-aquatic)

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

Where the prime responsibility is in a 'professional' field

- Not relevant to this level.

Where prime responsibility is in clerical, secretarial, administrative

Provide secretarial and/or administrative support and could include:

- operating a computer, word processor and/or other business software and peripheral equipment
- utilising basic computing concepts and initiating corrective action at an elementary level
- utilising the functions of systems and be proficient in their use
- performing tasks of a sensitive nature
- provision of more than routine information
- operation of a desktop publisher at a routine/basic level
- utilising basic skills in oral and written communication with clients and other members of the public
- receiving and accounting for monies and assisting clients/ratepayers.

Where prime responsibility is in environmental services

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

Where prime responsibility is in community services

- Operate a community service program at an elementary level.

Requirements of the job

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

OR

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

OR

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

OR

- Appropriate on-the-job training and relevant experience

Progression

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

LEVEL 3

Activities/functions

Perform a range of activities/functions of a less clearly defined and routine nature and could include:

- operating within a specialised area
- operating as a member of a professional team.

Complexity of task, level of autonomy

- Application of procedures, methods and guidelines which are well established.

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

Initiative and judgement

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

Problem solving

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

Provision of advice, support, assistance

- Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.

Time management and organisation skills

Managing and planning own work and that of subordinate staff and could include:

- Plan and coordinate activities in the work area.
- Responsibility for various activities in a specialised area of the works program.
- A function within the work area.

General responsibilities

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

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

Where primary responsibility lies in a technical field

Perform moderately complex functions in various fields including construction, engineering, surveying and horticulture and could include:

- reviewing work done by subordinate officers.

Where the primary responsibility is in the works area

Exercise responsibility for works and determine objectives for the functions under control, and could include:

- a number of minor works within the total works program
- supervision of more than one component of the works program
- planning and coordination of minor works.

Where prime responsibility is in libraries

Responsibilities could include:

- in a small library, providing a range of library and information services
- or**
- in a large library being predominantly involved in the provision of a particular library service/function
- or**
- supervising the work of paraprofessional library staff
- or**
- taking charge of a small library branch.

Where prime responsibility is in a recreation complex (aquatic or no aquatic)

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

Where the prime responsibility is in a 'professional' field

- Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.

Where prime responsibility is in clerical, secretarial, administrative

Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:

- systems administration in a small/medium sized council whose responsibility includes the security/integrity of the system

- operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems
- application of computer programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer
- providing a service utilising the full functions of a desk top publisher.

Where prime responsibility is in environmental services

Regularly undertake 'general' inspections to enforce compliance with various Acts (excluding those relating to building/health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.

Undertake minor development assessment duties which could include:

- administering the requirements of the Planning Act
- checking applications for compliance
- providing advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies
- undertaking basic health or building inspections.

Where the prime responsibility is in community services

Plan and coordinate elementary community based project/programs which could include:

- performing moderately complex functions
- social planning, demographic analysis, survey design and analysis
- duties of a specialised nature
- a single program at a more complex level.

Where prime responsibility is a fire prevention officer

- Administer requirements of the Country Fires Act and implementation of district fire prevention strategies.

Requirements of the job

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

OR

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

OR

- Associate diploma with experience

OR

- Three year degree plus 1 year professional experience in the relevant discipline

OR

- Appropriate certificate with relevant experience

OR

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

Progression

- Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2.
- Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work.
- Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further 12 months of service
- Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.

LEVEL 4

Activities/functions

Perform a wide range of activities associated with program activities or service delivery and may perform activities of a complex nature which could include:

- responsibility for a range of functions within a work area
- a substantial component of supervision.

Complexity of task, level of autonomy

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

Initiative and judgement

- Exercise initiative and judgment in applying established procedures governed by clear objectives and/or budget constraints including critical knowledge/skills where procedures are not clearly defined.

Problem solving

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

Provision of advice, support, assistance

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

Time management and organisational skills

- Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.

General responsibilities

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

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

Where prime responsibility lies in a technical field

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

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

Where the prime responsibility is in the works area

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

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

Where prime responsibility is in libraries

- Carry out a variety of activities in the field of library services.
- Utilise initiative/judgement in the selection and application of established principles, techniques and methods.

When prime responsibility is in a 'professional' field

Responsibilities could include:

- leading a team within a discipline related project
- liaison with other professionals at a technical level
- discussing techniques, procedures and/or results with clients on straightforward matters.

Where prime responsibility is in clerical, secretarial, administrative

Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:

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

Where prime responsibility is in environmental services

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

- compliance with various Acts, regulations, codes, standards and procedures, including plans, permits and applications etc.
- site inspection
- advising on general planning procedures/requirements and development/land division applications etc.
- Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures including:
 - building or health application including liaison with clients
 - plans, permits, applications etc.
 - site inspection.

Where prime responsibility is in community services

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

Requirements of the job

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

OR

- Associate diploma with relevant experience.

OR

- Lesser formal qualifications with substantial years of relevant experience.

OR

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

Progression

- Graduates will progress to the 1st increment of this level once two years' service at level 3 are completed and will progress to the 3rd increment following an additional year of service.

LEVEL 5

Activities/functions

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

Complexity of task, level of autonomy

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

Initiative and judgement

- Exercise initiative and judgement where procedures are not clearly defined.

Problem solving

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

Provision of advice, support, assistance

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

Time management and organisational skills

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

General responsibilities

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

- involvement in establishing section/department programs and procedures
- responsibility for a moderately complex project
- a minor phase of a broader or more complex professional assignment
- specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer
- control of projects and/or programs
- assisting in the preparation/prepare department or section budgets
- supervision of section or, in the case of a small council, a department

- supervision of contractors
- setting priorities and monitor workflows in areas of responsibility
- establishing the most appropriate operational methods for section/department
- setting outcomes for subordinate officers
- work may span more than one discipline.

Where prime responsibility lies in a technical field

Responsibilities could include:

- leading a team on moderately complex technical projects
- exercising significant initiative and judgement in the application of established principles, techniques
- providing reports to management and recommendations on technical suitability of equipment/procedure/processes/results
- analysis/design for the development and maintenance of projects.

Where prime responsibility is in the works area

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

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

Where prime responsibility is in libraries

Not relevant to this level.

Where prime responsibility is in a recreation complex (aquatic or non-aquatic)

- Plan, coordinate and administer the operation of a multifunctional recreation/aquatic complex including reporting and financial management.

Where prime responsibility is in a 'professional' field

Exercise professional responsibilities which could include:

- supervision of the function
- tasks of a specialised detailed nature
- providing reports on progress of activities and providing recommendations
- carrying out planning studies for particular projects including aspects of design
- utilising a high level of interpersonal skills in dealing with the public/other organisations
- exercising professional judgement within prescribed areas.

Where prime responsibility is in clerical, secretarial, administrative

Responsibilities could include:

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

Where prime responsibility is in environmental services

- Undertake duties in the disciplines of building and health.

Where prime responsibility is in community services

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

Requirements of the job

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

OR

- Associate diploma with substantial experience

OR

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

OR

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

Progression

- Graduates will progress to the 1st increment on the completion of two years' service at level 4 and will progress to the 3rd increment after a further years' service.

LEVEL 6

Activities/functions

Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:

- working independently as specialist

OR

- a senior member of a single discipline project team.

Complexity of task, level of autonomy

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

Initiative and judgement

- Responsibility for decision making in the particular work area, section, department/council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.

Problem solving

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

Provision of advice, support, assistance

- Provide expert/specialist advice, support and assistance relevant to the work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development.

Time management and organisational skills

- Managing time is essential to achieve outcomes.

General responsibilities

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

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

Where prime responsibility lies in a technical field

Significant responsibilities for accomplishment of technical objectives and could include:

- duties which involve more than one discipline
- contribution to the development of new techniques and methodology
- provision of a consultancy service for a range of activities
- development of methodology and application of proven techniques in providing specialise technical services.

Where prime responsibility is in the works area

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

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

Where prime responsibilities is in libraries

Not relevant to this level.

Where prime responsibility is in a recreation complex (aquatic or non-aquatic)

Not relevant to this level

Where prime responsibility is in a 'professional' field

Supervise/manage operation of a discrete element which is part of a larger office and could include:

- control and coordination of projects in accordance with corporate goals
- providing a consultancy service to a wide range of clients
- complex professional problem solving
- supervision of technical staff (on occasions other professional staff in the discipline).

Where prime responsibility is in clerical, secretarial, administrative

Refer to general responsibilities.

Where prime responsibility is in environmental services

- Supervision/management responsibilities exercised within a multidiscipline.

Where prime responsibility is in community services

Nor relevant to this level.

Requirements of the job

- Discipline/specialist skills and/or supervision/management abilities exercised within a multidisciplinary, or in a major single function, operation.
- Discipline knowledge gained through experience, training or education.
- Appreciation of the long term goals of the organisation.
- Detailed knowledge of program activities and work practices relevant to the work area.
- Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department.
- Comprehensive knowledge of statutory requirements relevant to the discipline.
- Degree with substantial experience

OR

- Associate diploma with substantial experience

OR

- Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Progression

Not relevant to this level.

LEVEL 7

Activities/functions

Exercise managerial responsibility for various functions within the department/section and/or council and could include:

- specialised functions
- operation as a specialist
- operation as a member of a specialised professional team
- working independently.

Complexity of task, level of autonomy

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

Initiative and judgement

- Responsibility for decision making and the provision of expert advice to other areas of the council, including significant delegated authority and negotiating matters on behalf of the work area.

Problem solving

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

Provision of advice, support, assistance

- Provide expert specialist advice, support and assistance relevant to a significant work area or section/department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.

Time management and organisational skills

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

General responsibilities

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

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

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

Where prime responsibility lies in a technical field

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

Where the prime responsibility is in the works area

- Develop and implement significant works programs.

Where the prime responsibility is in libraries

Not relevant to this level.

Where prime responsibility is in a recreation complex (aquatic or non-aquatic)

Not relevant to this level.

Where prime responsibility is in a 'professional' field

Refer to general responsibilities.

Where prime responsibility is in clerical, secretarial, administrative

Refer to general responsibilities.

Where prime responsibility is in environmental services

Not relevant to this level.

Where prime responsibility is in community services

Not relevant to this level.

Requirements of the job

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

OR

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

OR

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

Progression

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

LEVEL 8

Activities/functions

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

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

Complexity of task, level of autonomy

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

Initiative and judgement

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

Problem solving

- Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

Provision of advice, support, assistance

Provide multifunctional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:

- a consultancy service
- specialist financial, technical, professional and/or administrative advice on policy including operational.
- management/administration of complex policy.

Time management and organisational skills

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

General responsibilities

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

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

Where prime responsibility lies in a technical field

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

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

Where the prime responsibility is in the works area

Establish, control and organise ongoing plans and programs for a department/council and could include:

- administering complex policy and works program matters.

Where prime responsibility is in libraries

Not relevant to this level.

Where prime responsibility is in a recreation complex (aquatic or non-aquatic)

Not relevant to this level.

Where the prime responsibility is in a 'professional' field

Ensure the outcome of work of significant scope and/or complexity and could include:

- assessment and review of standards and work of other professionals/external consultants.
- initiation and formulation of departmental/council programs.
- implementation of council objectives within corporate goals.
- development and recommendation of ongoing plans and programs for a department/council.

Where prime responsibility is in clerical, secretarial, administrative

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

Where prime responsibility is in environmental services

Not relevant to this level.

Where prime responsibility is in community services

Not relevant to this level.

Requirements of the job

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

OR

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

OR

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

Progression

Not relevant to this level.

15. Appendix 3 – Glossary of terms

Activity

Tasks performed within a function.

Basic

Fundamental, uncomplicated.

Complex

- *Limited complexity*

Relates to work that involves the application of established principles, practices and procedures. Generally, actions and responses that can be readily identified and repeated from previous experience.

- *Moderately complex*

To a lower degree than complex, less extensive.

- *Complex*

Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.

- *Very complex*

The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

Control

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

Coordinate

Bring together all common activities to achieve an integrated outcome.

Critical

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

Direction

- *Close direction*

Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.

- *Regular direction*

Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officer's work is subject to progress checking.

- *General direction*

Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers is subject to final checking and, only as required, progress checking.

- *Limited direction*

Officers receive limited instructions that clearly state objectives. Officers have a significant degree of competence and experience and are able to achieve the objective by conforming to instructions but with minimal guidance.

- *Broad direction*

Officers normally receive instructions in the form of broadly stated objectives. Extensive knowledge and experience enables officers to contribute to the determination of goals and objectives.

Environmental Health Officer

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

Establish

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

Exercise

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

Experience

- *Experienced*

This means having worked in a relevant field for sufficient time to have sufficient understanding of the basic principles of the discipline, to have ability to successfully undertake the majority of normal requirements of the work situation and to have a good appreciation of the activities involved.

- *Considerable experience*

This means having worked in a relevant field for sufficient time to ensure competence or undertake and advise on a full range of normal requirements of the work situation and to have the ability to perform a variety of activities involving special, unusual or complex features of the work.

- *Extensive experience*

This means having worked in a relevant field for sufficient time to ensure ability to control and advise on the full range of activities and to be expert in terms of a wide variety of special, unusual or complex features of the work.

Function

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

Graduate

Degree holder.

Guidance

Providing or receiving information on policies, procedures and practices.

Implement

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

Initiate

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

Innovative

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

Instruction

Imparted to another, directions given.

Interpret

To clarify or explain, translate.

Judgement

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

Knowledge

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

- *Developing knowledge*

A learning process that will lead to knowledge of.

- *Working knowledge*

Sufficient to perform function.

- *Sound knowledge*

Well founded, reliable.

- *Comprehensive knowledge*

Embracing a wider range.

Maintain

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

Manage

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

Management

The technique or practice of managing or controlling.

Monitor

Check on a regular basis.

Negotiate

To confer with others with a view to reaching agreement.

Novel

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

Operation

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

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

Oversight

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

Practice

Regular or systematic action, method.

Process

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

Professional

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

Program

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

Project

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

Responsible

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

Review

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

Routine

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

Significant

Noteworthy, of considerable amount of effect or importance.

Supervision

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

- *Direct supervision*

To control the progress, quality, quantity of.

- *Regular supervision*

Systematic.

- *General supervision*

Ongoing, not going into detail.

Substantial

Ample or considerable amount.

Support

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

Technical oversight

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

Trainee – Level 2

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

Underlying

Fundamental, to form the basis or foundation.

16. Appendix 4 – Classification criteria Nurses

16.1 Classification

- 16.1.1 **'Registered Nurse'** means an employee who is registered by the Nurses Board of South Australia as a Registered General Nurse and who holds a current practicing certificate.
- 16.1.2 **'Registered Nurse Level 1'** means a registered nurse who: according to the employee's level of competence; and under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction; is required to perform general nursing duties which include, but are not confined to:
- 16.1.2.1 delivering direct and comprehensive nursing care and individual case management to clients of the City of Onkaparinga's immunisation service
 - 16.1.2.2 coordinating services, including those of other disciplines or agencies, to individual clients of the immunisation service
 - 16.1.2.3 providing education, counselling and group work services orientated towards the promotion of health status improvement of clients of the immunisation service
 - 16.1.2.4 providing support, direction and education to newer or less experienced staff and
 - 16.1.2.5 accepting accountability for the employee's own standards of nursing care and service delivery; participating in action research and policy development within the immunisation service.
- 16.1.3 **'Registered Nurse Level 2'** means a registered nurse who holds any other relevant qualification required for working in the City of Onkaparinga's Immunisation Service, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub clause on a continuing basis.
- 16.1.4 An employee appointed at this level is required, in addition to the duties of a Registered Nurse Level 1, to perform duties delegated by the Immunisation Coordinator which will substantially include, but are not confined to:
- 16.1.4.1 delivering direct and comprehensive nursing care to a specific group of clients of the City of Onkaparinga's immunisation service
 - 16.1.4.2 providing support, direction, orientation and education to Registered Nurses Level 1, enrolled general nurses, student nurses, student enrolled nurses and immunisation administration staff
 - 16.1.4.3 acting as a role model in the provision of care to clients of the immunisation service
 - 16.1.4.4 assisting in the management of action research projects, and participating in quality assurance programs and policy/ procedure development within the immunisation service and subject to Clause 5.3, relieving Registered Nurses Level 3 as required.

16.1.5 **'Registered Nurse Level 3'** means a registered nurse who holds any other relevant qualification required for working in the employee's particular role, and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub clause on a continuing basis.

16.1.6 An employee appointed at this level will be known as the Immunisation Coordinator and is required, in addition to the duties of a Registered Nurse Level 2:

16.1.6.1 subject to Clause 5.3 (Higher Duties), relieving Registered Nurses Level 4 as required

16.1.6.2 to perform duties which will substantially include but are not confined to:

- a) providing leadership and role modelling, in collaboration with other nursing staff, particularly in the areas of action research and quality assurance programs; staff and client education; staff selection, management and development: participating in policy development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality immunisation services
 - b) delivering direct and comprehensive nursing care to the clients of the City of Onkaparinga's immunisation service
 - c) coordinating, and ensuring the maintenance of immunisation standards of clients
 - d) providing leadership and role modeling, in collaboration with others
 - e) staff selection and education, allocation and rostering of staff, occupational health, participating in policy/procedure development and implementation; and acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of a quality immunisation service
 - f) being responsible for the coordination of human and material resources for the immunisation service and
- g) participation in budget preparation and cost control in respect of nursing within that span of control.

16.1.7 **'Registered Nurse Level 4'** means a registered nurse who holds any other relevant qualification required for working in the City of Onkaparinga's Immunisation Service and who is appointed as such by a selection process or by reclassification from a lower level in the circumstances that the employee is required to perform the duties detailed in this sub clause on a continuing basis.

16.1.8 An employee appointed at this level is required, in addition to the duties of a Registered Nurse Level 3 perform duties which substantially include, but are not confined to:

- a) providing leadership and role modeling, particularly in the areas of selection of staff within the employee's area of responsibility, provision of appropriate education programs, and coordination and promotion of clinical research projects; participating as a member of the leadership team; and contributing to the development of the immunisation service policies and procedures; for the purpose of facilitating the provision of quality nursing care
- b) managing the activities of. and providing leadership, coordination and support to the immunisation service nursing team
- c) being accountable for the establishment, implementation and evaluation of systems to ensure the standard of the immunisation service

- d) being accountable for operational planning and decision making for the delivery of the immunisation service
- e) being accountable for appropriate clinical standards, through quality assurance programs for the immunisation service
- f) being accountable for the effective and efficient management of human and material resources for the immunisation service
- g) being accountable for the development and coordination of the immunisation service team
- h) being accountable for the management of educational resources including their financial management and budgeting control and
- i) undertaking career counselling for nursing staff.