

THE CITY OF PORT ADELAIDE ENFIELD MUNICIPAL OFFICERS WORKPLACE AGREEMENT NO 2 - 2012

File No. 5510 of 2011

**This Agreement shall come into force on
and from 1 January 2012 and have a life
extending for a period of until
31 December 2014.**

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



DATED 21 DECEMBER 2011.

A handwritten signature in black ink, appearing to be "S. Long".

COMMISSION MEMBER





CITY OF
Port Adelaide Enfield

THE CITY OF PORT ADELAIDE ENFIELD

MUNICIPAL OFFICERS

WORKPLACE AGREEMENT No 2 – 2012

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the City of Port Adelaide Enfield Workplace Agreement No 2- 2012.

2. INDEX

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3. PARTIES BOUND

- 3.1 The City of Port Adelaide Enfield;
- 3.2 The Australian Municipal, Administrative and Clerical Services Union (SA & NT Branch);
- 3.3 The salaried Employees whose duties, responsibilities, work description or remuneration are contained within the terms of this Agreement and whose work is of a clerical, administrative, professional, managerial, community service, recreational, regulatory, environmental childcare or technical nature whose duties, responsibilities and work description are contained within the terms of this Agreement.

4. DURATION OF AGREEMENT & RENEGOTIATION

- 4.1 This Agreement shall operate from the date of approval by the South Australian Industrial Relations Commission and shall remain in operation for a period of three years from 1 January 2012 until 31 December 2014.
- 4.2 Renegotiation for a replacement agreement will commence at least nine months before the nominal expiry of this Agreement.

5. RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the South Australian Municipal Salaried Officers Award. To the extent of any inconsistency, the terms of the Agreement will prevail.

6. DEFINITIONS

For the purposes of this Agreement:

- 6.1 **Accountability** refers to the Council's responsibility to the community to provide best products and services. The Council must consider both the customers' needs and its available resources, as well as show that it is both effective and efficient in its use of those resources.
- 6.2 **Act** means the *Fair Work Act 1994* (SA), as amended.
- 6.3 **Agreement** means the City of Port Adelaide Enfield Workplace Agreement No 2- 2012.
- 6.4 **Amalgamation** or **Amalgamating** means a structural reform proposal to:
 - 6.4.1 Constitute a council
 - 6.4.2 Join two or more councils;
 - 6.4.3 Abolish a council and incorporate it into two or more councils;

- 6.4.4 Change the boundaries of the council area;
- 6.4.5 Establish a co-operative method for the blending or sharing of staff and resources with the joining of councils.
- 6.5 **Award** means the South Australian Municipal Salaried Officers Award.
- 6.6 **Best practice** means the identification of organisations, including competitors' that are recognised as the best in their field for a particular product, service or in the way they go about their business.
- 6.7 **Casual Employee** means a person employed by the Council under an hourly contract of hire for a period of 1000 hours or less in any continuous 12-month period in accordance with Clause 20 of this Agreement.
- 6.8 **CEO** means the Chief Executive Officer of the City of Port Adelaide Enfield.
- 6.9 **Child** includes adopted, biological, ex-nuptial, step and adult children and children who are subject to a guardianship order in favour of an employee.
- 6.10 **Commission** means the South Australian Industrial Relations Commission.
- 6.11 **Consultation** means more than an exchange of information. All participants are given an opportunity to contribute to the decision-making process. The consultation process provides employees with the opportunity to have their opinions heard and taken into account before a decision is made.
- 6.12 **Contract Employee** means any person engaged by the Council under a fixed term contract.
- 6.13 **Contracting out** means that goods and/or services are supplied by an external provider. External providers are used when the Council's own workforce may not be in a position to deliver a service because of a lack of specific expertise or resources, or when the cost of doing so is more cost effective for the Council.
- 6.14 **Corporate plan** provides the overall direction for the Council in all of its work. It covers all plans required of the Council under the *Local Government Act 1999* (SA). All actions of employees, work teams and departments should support the achievement of the objectives in the corporate plan. The corporate plan will be reviewed annually to make sure it meets the customers' changing needs.
- 6.15 **Council and Employer** mean the City of Port Adelaide Enfield.
- 6.16 **De facto spouse** means a person who lives with the employee of the same or opposite sex as the Employee's husband or wife on a genuine domestic basis, although not legally married to the Employee.
- 6.17 **Department** means a specific functional area within the Council, as determined by the CEO.

- 6.18 **Employee** means an employee, staff member or officer bound by this Agreement.
- 6.19 **Employee Representative** means an employee, (elected by the employees), whose role is to represent the interests of the employees in the workplace.
- 6.20 **Immediate family or household member** means the spouse, de-facto spouse, child, parent, grandchild, grandparent or sibling of the employee, and similarly the child, parent, grandchild, grandparent or sibling of the employee's spouse.
- 6.21 **Level** means the classification level to which an employee is appointed under this Agreement.
- 6.22 **Local Government Superannuation Scheme** means the superannuation scheme established and maintained under the *Local Government Act 1999* (SA) which is operates under the name of Local Super SA NT.
- 6.23 **Nominated Representative** means a representative nominated by the employees to represent their interest in connection to issues covered by this Agreement.
- 6.24 **Part Time Employee** means a person who works less than 38 hours per week with the actual working times agreed between the employee and the employer.
- 6.25 **Performance indicators** are the measures used to check levels of performance and outputs. They can be expressed in quality or quantity but must relate to required results.
- 6.26 **Performance standards/performance targets** are the agreed/desired levels of performance and outputs, which are essential for achieving Council objectives.
- 6.27 **Productivity** means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- 6.28 **Redundancy/Redundancies** means where the Council has determined that a position or role is no longer required. This may occur because the duties of the position/role have been redistributed or the position/role has been removed altogether. Changes to Position Descriptions, which are not substantial, will not constitute redundancy. Only where substantial key responsibilities are altered will the Council consider the possibility that redundancy may occur.
- 6.29 **Remuneration** means the employee's combined total salary and benefits package, including superannuation payment, full private or commuter use of a motor vehicle, regular overtime and shift penalties, and other allowances.
- 6.30 **Significant change** is a change that affects the way in which work at the Council is undertaken and includes the following:
- 6.30.1 Major change to work practices;
 - 6.30.2 Introduction of new technology and/or equipment that significantly alters the way employees work;

- 6.30.3 Major change in workforce size and/or structure;
- 6.30.4 Resource sharing;
- 6.30.5 Joining with another organisation.

6.31 **Spouse** includes a former spouse, de facto spouse and former de facto spouse.

6.32 **Standard day** means 7.6 hours.

6.33 **Superannuation contributions** include the contributions which the employer is required to pay under the Local Government Superannuation Scheme, and those contributions which the employer must pay to a superannuation fund on behalf of the employee to avoid the imposition of a superannuation guarantee charge under the *Superannuation Guarantee (Administration) Act 1992* (Cth) There may be additional superannuation contributions which the employer agrees to pay on behalf of an employee

6.34 **Time Off In Lieu (TOIL)** means leave approved and given, on an hour-for-hour basis to compensate employees working approved overtime under a local area work agreement at the Parks Sports and Fitness Centre.

6.35 **WACC** means the Workplace Agreement Consultative Committee.

6.36 **Work teams/groups** are the usual work units mainly within but, in some cases, across the Council. They have a responsibility for particular programs and ongoing activities. A work team/group may consist of one or more person(s).

7. AIMS OF THIS AGREEMENT

7.1 This Agreement recognises that efficiency and program output improvements will arise from the successful introduction of the changes outlined in this Agreement. These changes have been developed through a process of consultation and participation that will continue during the implementation stage of this Agreement and thereafter.

7.2 This Agreement reflects the changing and competitive nature of Local Government within South Australia and the increasing demands for high levels of accountability, output and service delivery to the Council community.

8. ANTI-DISCRIMINATION

8.1 The Council will achieve Section 3(m) of the Act by respecting and valuing the diversity of the workforce. It will help prevent and eliminate discrimination on the basis of race, colour, nationality, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, where people come from or social background. Under the Dispute Resolution Procedure (Clause 15), the parties will make every effort to make sure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory.

8.2 Nothing in this Clause is to be taken to affect:

- 8.2.1 any different treatment which is specifically exempt under Commonwealth anti-discrimination laws;
- 8.2.2 Junior rates of pay;
- 8.2.3 an employee or the employer following matters of discrimination in any State or Federal authority, including by applying to the Australian Human Rights Commission.

9. **AGREEMENT ACCESS**

The Council will provide all employees with a current electronic copy of this Agreement via the Council intranet.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

10. EMPLOYEE PARTICIPATION

It is important that employees take part in making decisions which involve work methods and related practices. This is to make sure that they are able to contribute their particular knowledge and understanding to improve workplace operations.

11. WORK AND LIFE BALANCE

The Council is committed to work-life balance in the workplace and will initiate meeting times during ordinary working hours, where possible, based on the operational needs of the Council.

12. WORKPLACE AGREEMENT CONSULTATIVE COMMITTEE (WACC)

12.1 The parties agree that the consultative structure for reviewing and monitoring the Agreement and resolving concerns and/or disputes coming from the operation of the Agreement is the WACC.

12.2 The WACC for this Agreement may be made up of, at most:

12.2.1 Four employer representatives employed by the Council;

12.2.2 Four Council (employee elected) Employee Representatives employed by the Council.

12.3 Employee Representatives will be given the opportunity to have relevant training in relation to their role.

12.4 The aim of the parties is to obtain, as far as practicable, representation from across all relevant areas of the Council.

12.5 The role of the WACC will be to:

12.5.1 Monitor the carrying out of the Agreement;

12.5.2 Reach decisions through consensus, where possible. These decisions will function as recommendations to the parties they represent;

12.5.3 Consider reports and ideas generated by employee and employer representatives;

12.5.4 Distribute minutes of its meetings, together with any other information, as necessary. Members of the WACC will be available to employees for the purposes of receiving and giving information;

12.5.5 Monitor the effect of significant legislative change;

12.5.6 Review the policies proposed by management in relation to clauses removed from the Agreement as follows:

12.5.6.1 Recruitment and Selection;

12.5.6.2 Study Leave;

12.5.6.3 Training;

12.5.6.4 Performance Development Review.

12.6 The WACC will meet regularly (as required) and at least once every six months.

12.7 The WACC will adhere to the Employee Code of Conduct and the Workplace Agreement Consultative Committee Charter.

13. **JOB SECURITY AND CHANGE MANAGEMENT**

13.1 The Council is committed to honest and open consultation with employees and their representatives. Employees will be consulted if any significant changes are likely to affect them. Employees may request that their representative(s) also be consulted.

13.2 Consultation will include both verbal and written communication. The contributions of employees and/or their representatives will be genuinely considered.

13.3 In the event of redundancies occurring or positions being discontinued, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees:

13.3.1 **No Forced Redundancies**

Natural attrition, voluntary redundancies and redeployment shall be the only means of adjustment in those situations where positions are no longer required by the Council.

13.3.2 **Redeployment of Council Employees**

13.3.2.1 The redeployed position offered must carry an annual salary no lower than one classification level below the salary received by the Employee in their discontinued position.

13.3.2.2 Subject to 13.3.2.1 above, the salary of the employee will be frozen until the salary of the redeployed position equates to the pre-deployed salary and will continue for a period of five years from the date of redeployment.

13.3.2.3 Within one month of commencing the redeployed position, the Council must keep open the right of the redeployed employee to access voluntary redundancy arrangements as outlined in sub-clause 13.3.3 below at the employee's pre-redeployment remuneration level.

13.3.2.4 Notwithstanding 13.3.2.1 and 13.3.2.2 above, if further positions become vacant, or new positions are created as a result of further organisational change, redeployed employees will be entitled to apply for such vacancies if they are suitably experienced and/or qualified.

13.3.2.5 Until permanent redeployment occurs, the employee will undertake temporary duties in the Council as directed by the CEO or, in the CEO's absence, the relevant Director, in conjunction with the Human Resource Manager. Wherever possible, the duties to be undertaken will be commensurate with the experience and abilities of the Employee.

13.3.3 Voluntary Separation Packages (VSPs)

13.3.3.1 An Employee whose position has become redundant in Council may elect to access a VSP, the provision of which will be by the approval of the CEO. Where an employee accesses such VSP, it shall be paid in accordance with this clause. Subject to this Agreement, VSPs will consist of the following four separate components:

- (a) Equivalent of three months remuneration;
- (b) A redundancy payment at a rate of three weeks remuneration per year of continuous service within Local Government and 25% of one week's remuneration per completed month of the remainder, to a maximum payment of this component of two years remuneration;
- (c) A payment of the equivalent of 10% of annual remuneration for outplacement counselling to assist the Employee to find alternative employment. This amount may be incorporated into the Employee's overall redundancy pay following negotiation between the Employee and the Council; and
- (d) Pro-rata long service leave will be paid regardless of whether or not seven years of service has been attained.

13.3.3.2 All of the above VSP components, together with any other entitlements under this Agreement, will be made by the one overall payment upon the employee leaving the employ of the Council and will be conditional upon the following:-

- (a) The employee formally resigning from all positions in which the employee is employed by the Council;

- (b) The employee having notified the Human Resource Manager of each and every injury or disability which the employee could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the Council;
- (c) The employee not suffering any work related injury between the date of agreeing to the VSP and close of business on the employee's final day of employment with the Council (it being noted that the Council's journey insurance will not apply to an employee's journey home on their final day);
- (d) The employee not having any outstanding claim for income maintenance pursuant to the *Workers' Rehabilitation and Compensation Act 1986* (SA); and
- (e) The CEO has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the VSP.

13.3.3.3 However, if the amount payable to the employee is less than that previously advised, the employee has the right to withdraw from accessing the VSP.

13.3.3.4 Where an employee, who has accessed a VSP is deceased before the date of resignation or before its payment, the employee's VSP will be paid in the same manner as any other outstanding payments by the Council to the estate of the then deceased employee.

13.3.4 **Other Separation Packages**

Excepting for those positions that are discontinued and, as such, declared redundant within the parameters of Clause 13.3.3, other separations packages will be at the discretion of the CEO following negotiations with the employee and in those instances such arrangements will be outside of the provisions of this Agreement.

13.3.5 **Termination Date Arrangements**

A termination date will be mutually negotiated by the CEO and the employee taking a separation package.

14. **AMALGAMATION(S)**

14.1 Where an amalgamation between the City of Port Adelaide Enfield and one or more other councils is being considered, the employees and their nominated representatives shall be informed in writing of the nature of the changes being considered at the earliest opportunity.

14.2 Such amalgamation agreement will govern issues which are likely to arise from an amalgamation, and will include, but not be limited to, clauses relating to the following issues:

14.2.1 Job security;

14.2.2 Filling of positions in the amalgamated council;

14.2.3 Redeployment;

14.2.4 Voluntary separation packages.

14.3 Where possible, salary and conditions for employees of the City of Port Adelaide Enfield will be no less favourable than those applying immediately prior to the amalgamation date.

14.4 **Transmission of business**

Where a business is transmitted from one employer to another the period of continuous service that the employee had with the transmitter or any prior transmitter is deemed to be service with the transmittee and taken into account when calculating notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

15. **DISPUTE RESOLUTION PROCEDURE**

15.1 The purpose of the Dispute Resolution Procedure is to give all parties a structured process to discuss and resolve all matters of complaint and disagreement. All parties agree to use all stages in the Dispute Resolution Procedure to make sure all issues receive prompt attention and, if possible are resolved harmoniously.

15.2 During the Dispute Resolution Procedure, work will proceed without stopping. Neither will there be any bans, work limitations or restrictions, except in the case of genuine occupational health and safety issues as defined in the *Occupational Health, Safety & Welfare Act 1986 (SA)*.

15.3 At each stage of this procedure, a record should be kept of the time and date of discussions and relevant outcomes. Employees and relevant management should sign off this record as accurate.

15.4 **Stage One**

The employee(s) and/or their representative will contact the relevant manager and attempt to settle the issue at that level.

15.5 **Stage Two**

If the issue is not settled at Stage One, the employee(s) and their representatives will meet with the relevant manager and the Human Resource Manager and, if necessary, the relevant Director to try to resolve the grievance.

15.6 **Stage Three**

If the matter is not settled at Stage Two, the employee(s) and their representatives will meet with the CEO, the relevant Director and the Human Resource Manager.

15.7 **Stage Four**

Stages One, Two and Three should be completed within 14 working days of the issue being raised (at Stage One) to make sure of its resolution.

15.8 If the above procedures do not resolve the issue, either party or their representative(s), have the right to apply to the Commission for conciliation, or, arbitration, to resolve the dispute. The parties agree to be bound by any of the Commission's decisions.

PART 3 – EMPLOYMENT RELATIONSHIPS

16. WORK AT ANY SITE

Employees may be required to work from or move to any Council work site within the Council area, depending on operational requirements.

17. RECRUITMENT AND SELECTION

17.1 The Council is committed to merit-based recruitment and selection in accordance with its Administration Staff Recruitment Policy.

17.2 The Council is also committed, wherever possible and appropriate, to appoint internal applicants to vacant existing or new positions.

18. GRADUATE PROGRESSION

18.1 The Council is committed to the continued support of graduates. If an employee, who is a graduate, holds a position that requires a degree and that degree is relevant to his/her position at the Council, the employee will advance through the various classification levels to Level 5 Step 3 when they have acquired the necessary experience, as per the Classification Criteria in Schedule 3. Progressing beyond Level 5 will only occur through promotion or re-classification as outlined in Clause 31.

18.2 An employee who is part of the graduate process will be identified as such at the appointment stage.

19. APPOINTMENT AND PROBATION

19.1 All employees will be on probation for a term of six months from their initial engagement.

19.2 During the initial six month probationary period, regular monthly assessments will be undertaken by the relevant manager and documented, with such documentation provided to the relevant Director and the Human Resource Manager on a monthly basis within five days of the monthly assessment date.

19.3 If, at any stage in the assessment process, an employee receives an unfavourable assessment they will be entitled to reasonable counselling and training, the type of which is at the employer's discretion.

19.4 A probationary employee may be terminated by the Council during the probation period on one week's notice.

20. CASUAL EMPLOYMENT

20.1 When an employee is engaged for a period of 1000 hours or less in a year (timed from their starting date), they may be engaged as a casual on an hourly contract of employment. Such employees are also entitled to be paid a loading of 20%, in addition to their ordinary time hourly rate set out in the Agreement.

- 20.2 The 20% loading compensates the casual employee for not receiving leave entitlements (other than long service leave where applicable) and for public holidays not worked.
- 20.3 A casual employee, who is employed for more than 1000 hours in a year, will be engaged as a part-time or full-time employee, unless the employer and the employee agree otherwise. A written copy of this mutual agreement will be signed by the employer and employee.
- 20.4 A casual Employee shall be entitled to overtime or penalty payment at the prescribed rates in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for under Clause 36.1 of this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the 20% loading.

21. PART-TIME EMPLOYEES

- 21.1 Any employee employed on less than full-time hours may be engaged as a part-time employee.
- 21.2 Part-time Employees will progress yearly through the incremental steps of the classification levels, following their anniversary date. They will receive the full value of the increase to the next increment which will then be applied on a pro-rata basis, according to the hours worked.
- 21.3 By agreement, part-time employees may be required to work additional hours, to a maximum of 38 hours per week, to assist with service provision in emergencies or when there are staffing shortages. Any additional hours worked will be paid at the ordinary rate of pay. Any hours worked by a part-time employee in excess of eight hours per day or 38 hours per week, as directed by the Council, will be paid at the appropriate overtime rate of pay. However, an employee may work up to 10 ordinary hours per day if agreed by that employee and the Council.

22. JOB SHARE ARRANGEMENTS/REDUCTION OF WORKING HOURS

- 22.1 At an employee's request to their Director, options will be investigated for the increase or decrease in working hours or entering into a job share arrangement.
- 22.2 Any increase or decrease in working hours or job sharing arrangement will need to be approved by the CEO. This will then become the subject of a written agreement between the CEO and the employee. Where an employee considers that approval has been unreasonably withheld, they may use the Dispute Resolution Procedure (Clause 15) in this Agreement.

23. FIXED-TERM EMPLOYMENT

- 23.1 The Council may engage an employee for a fixed-term for the following purposes:
- 23.1.1 To undertake a specified project;

23.1.2 To undertake work of a limited duration;

23.1.3 Where the employment is funded by an external source.

23.2 Where an existing Council employee successfully applies for a fixed-term position, they will return to their substantive position at the end of that fixed-term. Whilst an employee is engaged on a fixed-term contract, the Council may engage another employee on a fixed-term basis to fill the substantive role.

23.3 The Council may, by agreement with an existing employee, engage that employee on a fixed-term contract in circumstances other than the reasons outlined in Clause 23.1. In such circumstances, the employee's employment with the Council will cease as the employee does not have the capacity to return to their former role, unless otherwise agreed, in writing, prior to accepting the fixed-term contract.

23.4 The Council may engage a new employee on a fixed-term contract in circumstances other than the reasons outlined in Clause 23.1.

23.5 The employees at the Parks Community Centre, whose contracts of employment are determined by the Management Agency Agreement, are exempt from this Clause.

23.6 Where the CEO decides to create a permanent position from a previously fixed-term contract position, the employee in the position will have the same opportunity as all permanent employees to apply for the position.

24. **PERFORMANCE DEVELOPMENT REVIEW**

All employees will undergo performance development review, at least, on an annual basis and in accordance with the Performance Development Review Policy.

25. **LOCAL AREA WORK AGREEMENTS (LAWAs)**

25.1 **Council Policy**

25.1.1 The Agreement is the basis from which all core provisions and employment conditions for employees who are covered by this Agreement and whose employment is subject to an LAWA.

25.1.2 To achieve cost efficient service levels, the parties agree to negotiate for LAWAs with separate functional groups. These groups will be supported by this Agreement. They may vary the appropriate employment conditions applying to employees working in such groups. When LAWAs are negotiated, those terms and conditions will operate from their date of completion.

25.2 **Local Area Work Agreement – Information Technology**

25.2.1 The working conditions for IT permanent employees will be as provided in this Agreement but varied in accordance with this Clause.

- 25.2.2 These employees will be rostered to provide priority service delivery to the following sites:
- 25.2.2.1 Greenacres Library - Council Office;
 - 25.2.2.2 Enfield Library - Council Office;
 - 25.2.2.3 The Parks Library - Council Office;
 - 25.2.2.4 Semaphore Library;
 - 25.2.2.5 Port Adelaide Library;
 - 25.2.2.6 Port Adelaide Visitor Information Centre;
 - 25.2.2.7 The Parks Sports Centre.
- 25.2.3 Priority service delivery will cover the following hours-
- 25.2.3.1 Wednesday evening 5.30pm to 8.00pm;
 - 25.2.3.2 Thursday evening 5.30pm to 8.00pm;
 - 25.2.3.3 Saturday 8.30am to 5.00pm;
 - 25.2.3.4 Sunday 9.00am to 5.30pm.
- 25.2.4 Priority service delivery will be restricted to solving IT problems that have a serious effect on the Council's ability to provide effective customer service connected with Library Services, Council Office Services, Visitor Information Services and Sport Centre Services, at the sites listed in one above. Requests that fall outside of the priority criteria will be carried out during normal Council hours.
- 25.2.5 The normal computing backup and systems work that is regularly carried out by IT staff is not priority service delivery, except for:
- 25.2.5.1 Each Saturday, starting no later than 8.30am, the IT After Hours Duty Officer will:
 - (a) Either remotely connect to the Council's systems or be onsite (at the Civic Centre) to perform Start of Day Systems check;
 - (b) If required by the IT Operations Co-ordinator, be onsite to move the backup tapes to the safe in the Port Adelaide Library;
 - (c) Where required by the IT Operations Co-ordinator or Corporate Information Manager, be onsite (or work remotely if mutually agreed by the IT Operations Co-ordinator and the After Hours Duty Officer) for no

more than two hours to undertake system maintenance activities that would impact on the Council's operations if done during business hours (for example, system reboot, minor patch install).

Where required, the IT After Hours Duty Officer will commence remedial actions to ensure the availability to the sites covered by this Agreement of those shared IT Application services that have a critical impact on the Council's ability to deliver effective customer service at the sites listed.

25.2.5.2 Each Sunday, no later than 9.00am, the IT After Hours Duty Officer will do a Start of Day Systems check and where required will begin remedial work to make sure the availability of those shared IT Application Services that have a critical impact on the Council's ability to deliver effective customer service at the sites listed.

25.2.5.3 When a situation occurs that has a serious effect on the Council's ability to deliver effective customer service, it is the IT After Hours Duty Officer's responsibility to let those sites know of the problem, the actions taken and what will happen next.

25.2.6 IT employees will be rostered to provide priority coverage during the hours set out in Clause 25.2.2. In any one period of priority service, between 6.30pm Wednesday to Sunday 5.30pm, the number of priority issues dealt with by rostered employees (as set out in Clause 25.2.7) will be limited to six or a combined total of not more than six hours (excluding travel time).

If the number of issues dealt with is more than six in a period of priority service, or reach a total of more than six hours (excluding travel time), then all additional time worked will be paid at the applicable Agreement rate. Prior approval to work more than six hours must be obtained from the Corporate Information Manager or the Director Corporate Services.

25.2.7 In lieu of any other benefits (with the exception of the set travel allowance), IT employees rostered to provide coverage as set out in Clauses 25.2.5 and 25.2.6 from Wednesday 5.30pm to Sunday 5.30pm will be paid a gross amount of 10 times their hourly pay rate on each occasion they are rostered to perform such duties.

25.2.8 Management and IT staff may review this LAWA at any time after six months of implementation. At that time the parties may negotiate to:

25.2.8.1 Continue with the conditions as outlined in this attachment

25.2.8.2 Vary the conditions by mutual consent

25.2.8.3 Cease this LAWA and revert to conditions as stipulated in the Agreement.

If required, the parties may use the Dispute Resolution Procedure contained within this Agreement.

- 25.2.9 During the times IT staff are rostered to provide priority service delivery, they will be provided with a laptop, mobile phone and either a separate telephone line or reimbursement of expenditure on technology that is agreed between the Corporate Information Manager and the individual staff member.
- 25.2.9.1 The reimbursement will be up to an amount equivalent to the service costs of a standard Council Telstra line over the remaining period of the Agreement to facilitate communication and service delivery.
- 25.2.9.2 The reimbursement of expenditure on technology is dependent on the individual staff member maintaining an adequate method of provisions remote access for after hours support.
- 25.2.10 The gross amount of 10 times the hourly pay rate per rostered block of time will be paid to IT staff as a part of their normal pay after they have worked the rostered time.
- 25.2.11 The IT employees and the IT Operations Co-ordinator will jointly develop the roster to provide priority IT service delivery.
- 25.2.12 If major systems problems require additional expertise, as soon as possible the rostered employee will contact the IT Operations Co-ordinator for advice and direction. Where additional employees are necessary and are required to attend a Council site, normal penalty rates will apply.
- 25.2.13 Employees will keep accurate statistics of priority service delivery and forward this information to the Corporate Information Manager following each of their rostered periods.
- 25.2.14 IT employees will provide extended IT Help Desk support between 8.00am and 5.30pm on weekdays, excluding public holidays:
- 25.2.15 The IT employees and the IT Operations Co-ordinator will develop the roster and any additional start of day and end of day duties to provide extended IT Help Desk support and IT operations.
- 25.2.16 One IT Employee will be rostered on 'early' and one IT Employee will be rostered on 'late' for each day that extended IT Help Desk support and IT operations is provided.
- 25.2.17 The IT employees rostered on 'early' will begin work no later than 7:30am and finish work no earlier than 4:00pm.

25.2.18 The IT employees rostered on 'late' will begin work no later than 9:00am and finish work no earlier than 5:30pm.

25.2.19 If the CEO instructs that an annual close down period will be enforced, an IT employee will be rostered (through negotiation between the Corporate Information Manager and relevant IT employees) to provide on call support to the skeleton staff to ensure that essential services are maintained. The rostered IT employee will be paid in accordance with the availability allowance.

25.3 Parks Sports and Fitness Centre

25.3.1 The working conditions for the Parks Sports and Fitness Centre Employees will be as provided in this Agreement but varied in accordance with this Clause.

25.3.2 Employees who perform work prior to 7.30am or after 6.30pm Monday to Friday shall receive loading of 15% in addition to their ordinary time rate for all time worked outside of those hours.

25.3.3 Employees working all day Saturdays and all day Sunday will receive a loading of 50% in addition to their ordinary time rate.

25.3.4 A 76 hour fortnight will be worked with no RDO.

25.3.5 The Parks Sports and Fitness Centre staff may work by negotiation up to 10 hours per day without attracting overtime.

25.3.6 Employees may work back-to-back shifts with less than 10 hours break between the end of one shift and the start of the next shift without attracting overtime or penalties provided this is agreed to in writing.

25.3.7 All time worked in excess of 76 hours/fortnight to be taken as single TOIL time. TOIL time is to be taken at a mutually convenient time.

25.3.8 No more than 20 hours TOIL time can be accumulated without prior permission from the Sports and Fitness Co-ordinator.

25.3.9 Sports and Fitness Services Officers may be required to work a roster comprising of 10 consecutive working days and four days off per fortnight.

26. NOTICE OF TERMINATION

26.1 Notice of termination by employer

26.1.1 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
Less than one year	1 week
More than one year	4 weeks

26.1.2 In addition to the notice in Clause 26.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service are entitled to an additional week's notice.

26.1.3 Payment in lieu of the prescribed notice in Clauses 26.1.1 and 26.1.2 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.

26.1.4 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:

26.1.4.1 The employee's ordinary hours of work (even if not standard hours);

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

26.1.4.3 Any other amounts payable under the employee's contract of employment.

26.1.5 The period of notice pursuant to this Clause does not apply:

26.1.5.1 In the case of dismissal for serious misconduct;

26.1.5.2 To apprentices;

26.1.5.3 To employees engaged for a specific period of time or for a specific task or tasks;

26.1.5.4 To 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; or

26.1.5.5 To casual employees.

26.1.6 Continuous service is defined in Clause 27.

26.2 Notice of termination by an Employee

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

26.3 Job search entitlement

Where the Council has given notice of termination to an employee, that employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The employee must submit a written application to the CEO and have gained approval before the taking of such time. The time off shall be taken at a time that is convenient to the employee and agreed to by the Council.

27. CONTINUOUS SERVICE

27.1 Maintenance of continuous service

Except as otherwise indicated, service is considered to be continuous even though:

- 27.1.1 The employee is absent from work in line with their contract of employment or with any provision in this Agreement;
- 27.1.2 The employee is absent from work for any cause by leave of the employer the employee's absence is because of illness, disease or injury;
- 27.1.3 There is a reasonable cause for the employee's absence. The responsibility to prove this is with the employee;
- 27.1.4 The employee's service is interrupted or terminated because of the employer's action or omission to avoid any responsibility enforced by the Agreement, the Act or the *Long Service Leave Act 1987 (SA)*;
- 27.1.5 The employee's services have been interrupted or terminated because of an industrial dispute, and the employee returns to work once the dispute is settled;
- 27.1.6 An employee transfers their employment from one council to another council subject to the provisions of the *Local Government Act 1999 (SA)*.

27.2 Calculation of period of service

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

- 27.2.1 To the extent that the employee receives or is entitled to receive pay for the period;
- 27.2.2 Where the employee's absence results from the employer's decision to stand down the employee without pay.

PART 4 – RATES OF PAY AND RELATED MATTERS

28. RATES OF PAY AND RELATED MATTERS

- 28.1 The minimum annual salary paid to employees will be in accordance with the rates set out in Schedules 4 and 5.
- 28.2 The employer, on first engaging or promoting an employee, will correctly classify the employee, taking into consideration the type of duties that it intends giving that employee. The Council will advise the employee in writing of their classification.
- 28.3 In classifying an employee, the Council will observe the procedure set out in Schedule 2, to ascertain the appropriate salary level. On initial appointment, the employer may recognise an employee's previous relevant experience to ascertain the correct incremental point for the classification.
- 28.4 When an employee disagrees with the classification, the Dispute Resolution Procedure (Clause 15) may be followed, provided that this procedure is used while the employee is still working for the Council.

29. SUPERANNUATION

- 29.1 For the duration of this Agreement, the Council will continue to pay superannuation contributions for each employee into the Local Government Superannuation Scheme. This is the scheme established under the *Local Government Act 1999 (SA)*.
- 29.2 If, during the life of this Agreement, legislative amendments are made so as to allow employees to elect to have their superannuation contributions paid into a fund other than the Local Government Superannuation Scheme, and an employee wishes to have their contribution made to another fund, the employee must notify the Council and complete the necessary paperwork.
- 29.3 The Local Government Superannuation Scheme will remain the default fund.
- 29.4 The provisions of this Clause apply to all employees covered by this Agreement with the following exceptions:
- 29.4.1 casual employees working less than 10 hours per week
- 29.4.2 an employee who is engaged for less than 10 continuous weeks
- 29.5 Subject to Clause 29.1 the Council will pay to the Local Government Superannuation Scheme (or another fund as nominated by the employee, if applicable) an amount (for each employee) which is no less than the amount specified in the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.
- 29.6 For the purposes of this Clause, the Local Government Superannuation Scheme will include the Local Government Superannuation Scheme (Productivity Account).

30. SALARY SACRIFICE

- 30.1 An employee can elect to have an amount (whole percentage only) of their current salary paid each pay period by the employer into the Local Government Superannuation Scheme on their behalf.
- 30.2 Any contribution made by the employer on behalf of the employee will represent a deemed contribution. This is made on behalf of the member, and is paid from their gross salary, thus reducing the employee's taxable salary
- 30.3 An employee can elect to vary the amount of salary sacrifice paid to the employee's nominated superannuation fund at any time during the life of this Agreement by providing written notice to the Council. All costs associated with doing so must be borne by the employee.
- 30.4 The employee's salary for all purposes (including superannuation, leave and annual leave loading, penalties etc) will be known as the pre-sacrificed salary.
- 30.5 Employees may sacrifice part of their salary in return for other benefits, as approved by the Australian Taxation Office, as legally allowable items (e.g. novated car lease). All Fringe Benefits Tax and other costs must be borne by the employee. Before entering into a salary sacrifice arrangement, employees will be advised by the Council to seek independent financial advice, for which the employee is responsible.

31. RECLASSIFICATION

- 31.1 Employees may request in writing, to have their classification reviewed by the CEO. The CEO will decide on all classification changes.
- 31.2 When an employee is reclassified, it will be done on a 'point-to-point' basis: i.e. the employee will be placed on the incremental step of the new classification level which matches the length of time that they have been performing the duties on which the reclassification is based.
- 31.3 The applicant will receive a written response to their request from the CEO within six weeks of having made the application. If the applicant is unsuccessful, written reasons will be provided.
- 31.4 A successful application for reclassification will start from the date of the employee's latest application.
- 31.5 If the applicant is not satisfied with the outcome, the Dispute Resolution Procedure in this Agreement may be followed.

32. HIGHER DUTIES

- 32.1 The parties acknowledge that by taking on higher duties, employees will gain experience, skills and enhance their career prospects and goals. Undertaking higher duties plays an important part in employees' ongoing career development.

32.2 Circumstances where higher duties are undertaken without payment include:

- 32.2.1 Where higher duties are requested of an employee, the organisation will provide an appropriate training and development program. This will be negotiated between the employee, manager and the Director and be based on the required skills required for the higher duties position.
- 32.2.2 If an employee is not available to take on the required higher duties, the Director will nominate a manager to undertake the duties.
- 32.2.3 Employees who receive benefits in a salary package in lieu of all overtime, will not receive any higher duties payment.

32.3 Circumstances where higher duties are to be undertaken with payment.

Payment for higher duties is to be made after an employee acts in a higher graded position for a continuous period of 21 consecutive working days (inclusive of public holidays) or more, on each occasion. Payment will be made for the full period of such duty only once 21 consecutive working days is reached. (Any period of less than 21 consecutive working days and continuous days will not qualify for payment).

33. WORKERS ELIGIBLE FOR A SUPPORTED WAGE

33.1 Definitions

This Clause defines the conditions which apply to employees, who because of the effects of a disability, are eligible for a supported wage.

- 33.1.1 **Supported Wage System** means the Commonwealth Government system to promote employment for people who cannot work at full award wages, as documented in 'Supported Wage System: Guidelines and Assessment Process'.
- 33.1.2 **Accredited Assessor** means a person accredited by the management unit, established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- 33.1.3 **Disability Support Pension** means the Commonwealth pension scheme to provide income security for people with a disability as provided under the *Social Security Act 1991* (Cth), , or any following scheme.
- 33.1.4 **Assessment Instrument** means the form that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

33.2 Eligibility Criteria

- 33.2.1 Employees covered by this Clause are those who are unable to perform the range of duties to the required competence level because of the effects of a disability on their productive capacity. They also meet the criteria for receipt of a Disability Support Pension.
- 33.2.2 This Clause does not apply to any current employee who has a claim against the Council, which is subject to the workers' compensation legislation, or any provision relating to the rehabilitation of employees who are injured at work.

33.3 Supported Wage Rates

Employees to whom this Clause applies shall be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work, which the person is performing according to the following schedule: These employees will be paid the percentage of the minimum rate for the type of work which they are doing according to the following:

Assessed capacity (Clause 12A.4 of the Supported Wage System: Guidelines and Assessment Process)	%	Prescribed Agreement rate
10%*	10%*	Where a person's assessed capacity is 10 per cent, they will receive a high degree of support.
20%	20%	
30%	30%	
40%	40%	
50%	50%	
60%	60%	
70%	70%	
80%	80%	
90%	90%	

(The minimum amount payable will not be less than \$61 per week.)

33.4 Assessment of Capacity

- 33.4.1 The employee's productive capacity will be measured, using the Supported Wage System and documented in an Assessment Instrument by either:
- 33.4.1.1 The Council, in consultation with the employee or their representative;
- 33.4.1.2 The Council and an Accredited Assessor from a panel agreed by the parties and the Employee.

33.5 Lodgement of Assessment Instrument

33.5.1 All Assessment Instruments under this Clause, including the Agreement rate to be paid to the Employee, will be lodged by the Council with the Registrar of the Commission.

33.5.2 All Assessment Instruments will be agreed to and signed by the parties to the assessment.

33.6 Review of Assessment

The assessment should be reviewed annually or earlier if there is reasonable request for a review. The review process will follow the procedures for assessing the employee's capacity under the Supported Wage System.

33.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by this Clause will be entitled to the same terms and conditions as all other workers who are paid on a pro-rata basis.

33.8 Workplace Adjustment

If the Council wishes to employ a person under this Clause, it will take reasonable steps to make changes in the workplace to enhance the Employee's ability to do the job. Changes may involve job re-design, work time arrangements and work organisation in consultation with other workers in the area.

33.9 Trial Period

33.9.1 To make an adequate assessment of the employee's capacity, the Council may employ someone under the provisions of this Clause for a trial period (not more than 12 weeks, except in some cases additional work adjustment time (not more than four weeks) may be needed.

33.9.2 The capacity assessment will take place during the trial period, and the proposed rate for continuing employment will be worked out.

33.9.3 The minimum amount payable to the employee during the trial period will be no less than \$61 per week.

33.9.4 Work trials should include induction or training to fit the job being trialled.

33.9.5 Where the Council and employee want to set up a continuing employment relationship after the trial period, a further contract of employment will be entered into, based on the assessment under Clause 33.9.2.

34. PAYMENT OF WAGES

34.1 The Council may pay employees' wages by cheque or electronic funds transfer into a bank or other financial institution of the employee's choice, as an option other than cash. Wages will be paid on Thursdays each fortnight, in arrears.

34.2 The employer will keep adequate time and payment records according to the Act.

35. ALLOWANCES

35.1 Availability allowance

35.1.1 This Clause applies to any employee directed to be available for recall to work outside of their normal working hours.

35.1.2 For the purposes of this Clause, availability duty means a situation where the Employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours. Where a lesser state of readiness is required by the employer, the provisions of Clause 36.11 (Call out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.

35.1.3 An employee instructed to carry out availability duty 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 standby.

35.2 Meal breaks

35.2.1 An employee directed to work overtime for more than one 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 hourly intervals calculated from the end of the previous meal break taken by the employee.

35.2.2 An employee directed to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:

35.2.2.1 After three hours of continuous work, if that period includes a recognised meal hour; or

35.2.2.2 After four hours of continuous work in any other case; and

35.2.2.3 To subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee.

35.2.3 The parties note that a meal allowance is not payable under this Agreement (except as outlined in Clause 35.6) as it was absorbed in previous negotiations.

35.3 Motor Vehicle Allowance

- 35.3.1 This Clause expressly excludes Clause 4.4.5 of the Award.
- 35.3.2 Where an employee is directed, in writing by their Director to use their motor vehicle on a specific day in connection with Council work, the employee shall be paid an allowance for the usage of their vehicle calculated at the rate prescribed by the Australian Taxation Office (ATO).
- 35.3.3 These rates will be adjusted in accordance with any adjustment to the ATO prescribed rate.

35.4 Employer Directed Study Leave Allowance

- 35.4.1 When the CEO directs an employee to undertake a course of study, the Council will, on the satisfactory completion of each year, reimburse the employee for all fees (only) paid relating to the course.
- 35.4.2 Any other arrangements relating to study leave are provided in the Study Leave Policy. Consistent with the Study Leave Policy, employees will be entitled to a reimbursement of fees of up to \$1,700 per calendar year or, alternatively, study leave of up to six hours per week, during the study term only, without deduction of pay.

35.5 Uniform Allowance

The Council will reimburse employees, who are directed to wear a uniform in the performance of their duties, for the cost of uniforms in accordance with the Corporate Wardrobe Policy

35.6 Absorbed Allowances

The parties note that the following allowances are not payable under this Agreement as they have been absorbed in previous negotiations:

- First aid allowance;
- Health surveyors allowance;
- Meal allowance (except for Civic Centre staff who are directed to work beyond their ordinary hours); and
- Driver's licence reimbursement.

PART 5 – HOURS OF WORK

36. WORKING HOURS

36.1 Ordinary Hours of Work

- 36.1.1 The ordinary hours of work for full time employees is 152 hours worked over each four week cycle. The span of hours is 7.00am – 6.30pm Monday to Friday inclusive, unless other arrangements have been agreed in writing between the employee and the CEO. A 30 minute unpaid lunch break is to be taken between 11.30am – 2.30pm.
- 36.1.2 Employees, who regularly and directly supervise employees who undertake work covered by the Local Government Employees Award and depot-based employees who regularly provide administrative support to those employees, may work the same hours as those employees, provided such hours do not exceed 152 ordinary time hours in a four-week period.
- 36.1.3 An employee may work 7.6 hours per day to achieve a 38-hour working week. Alternatively, an employee may work in accordance with an approved RDO arrangement, subject to this Clause, operational requirements and agreement with the Council. Employees are required to elect a work hours option upon commencement. Employees may alter their work hours option upon the provision of at least four weeks' notice, in writing, to the Council.

36.2 Rostered Day Off

36.2.1 19-Day Cycle

- 36.2.1.1 The 19-day cycle, RDO system is available to full-time employees (other than Parks Sports and Fitness Centre employees, employees on a salary package, Depot-based staff, including Field Team Co-ordinators).
- 36.2.1.2 If an employee wishes to work a 19-day cycle, the employee must work 7.6 ordinary hours, plus an additional 0.4 hours, per day over 19 working days to accrue time toward a RDO.

36.2.2 Nine-Day Fortnights

- 36.2.2.1 Depot-based staff, including Field Team Co-ordinators, will be eligible to work a nine-day fortnight in accordance with this Clause.
- 36.2.2.2 If an employee elects to work a nine-day fortnight, the employee must work 7.6 hours, plus an additional 0.84 hours, per day over nine days in each fortnight to accrue time toward a RDO on the 10th day.

- 36.2.2.3 If, during the 19-day cycle or nine-day fortnight, an employee is absent from work due to annual leave, personal leave, long service leave, purchased leave or any other form of leave (authorised or unauthorised), or due to a public holiday, the employee will not accrue time toward a RDO. The absence will be recorded as 7.6 hours.
- 36.2.2.4 If the employee has not accrued sufficient time toward an RDO during any cycle, the employee is not eligible to take an RDO in that cycle.
- 36.2.3 After consultation between the employee, the workgroup and their manager, RDOs can be taken on a four weekly cycle, subject to sufficient time having been accrued. This forms the structure and times around which RDOs will be taken for each employee. When a RDO cannot be taken on the scheduled date because of a public holiday, or as a result of negotiation between the employee and their manager, the RDO will be taken at a mutually convenient time.
- 36.2.4 Recognising the needs of the work team and after negotiations between the manager and the employee, a maximum of three RDOs (or 22.8 hours) can be accumulated, to be taken at a mutually convenient time.
- 36.3 The Council provides facilities for making refreshments and employees are encouraged to use these facilities. Managers will encourage employees to have adequate breaks during their working day. Employees will not be permitted to leave their workstations for smoke breaks, unless it is for their authorised lunch break. Employees are not permitted to smoke on any Council property or in Council vehicles.
- 36.4 Employees may have a longer lunch break than specified in Clause 36.1.1 following negotiation with their manager. There will also be agreement as to when the time will be made up. Work schedules should not be disrupted by employees taking set lunch breaks where that set lunch break impacts on work effectiveness. Lunch breaks should be planned yet flexible, depending on the work needs and the employee's job.
- 36.5 Because the Council needs to provide some (normal) services at weekends and out of normal hours on weekdays (in areas such as libraries, visitor centre, community centres), employees in these areas may be required to work part of their ordinary hours at these times. This work will be rostered and the payment of the following penalty rates will apply:
- 36.5.1 15% on ordinary time worked before 7.00am and after 6.30pm, Monday to Friday;
- 36.5.2 50% on ordinary time worked on Saturdays and Sundays;

- 36.5.3 150% on ordinary time worked on public holidays.
- 36.6 The payment of penalties as prescribed in Clause 36.5 does not apply to the following employees:
- 36.6.1 Those who work under a Local Area Work Agreement;
 - 36.6.2 Those who have an arrangement with the Council which follows Clause 36.7;
 - 36.6.3 Those who have an employment package which follows Clause 36.8;
 - 36.6.4 Those employees who, by mutual agreement, work their ordinary hours between the hours of 6am and 9.30pm based on the Council's needs.
- 36.7 When an employee's 38 ordinary time hours per week cannot be worked during the hours in Clause 36.1.1, a written agreement between the employee and the Council setting out the details of the work arrangement will be signed. In these arrangements, the employer will pay the appropriate standard penalties as set out in Clause 36.5, unless some other benefit is agreed to between the employer and the employee.
- 36.8 The employer and the employee may agree to an employment package to take into account work that is done outside of the ordinary work hours and other similar eventualities which can happen in the work. This decision will be entered into by mutual agreement and recorded in writing.
- 36.9 Local Area Work Agreements made in line with this Agreement vary the conditions set out under this Clause.

36.10 Overtime

- 36.10.1 Before an employee works overtime, the employee must gain approval by submitting an overtime request form for approval by the CEO.
- 36.10.2 Subject to the hours flexibilities and provisions in this Clause, all overtime performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any weekday shall be paid at the rate of 150% for the first three hours and 200% thereafter until the completion of the overtime worked.
- 36.10.3 All overtime worked on a Saturday before noon will be paid at the rate of 150% for the first three hours and after that 200%.
- 36.10.4 All overtime worked on a Sunday or on Saturday afternoon will be paid at 200%.
- 36.10.5 All time worked on a public holiday as set out in Clause 50 will be paid at 250%. Where an employee is required to work overtime on a

public holiday, the employee will be paid a minimum of three hours work at the correct overtime rate.

36.10.6 An employee who has an employment package in line with Clause 36.8 is not entitled to be paid overtime.

36.10.7 An Employee shall attend meetings of the Council (or Committees, Workshops, Briefings or any other meeting) wherever required to do so, notwithstanding that any such meetings may be held outside the employee's ordinary hours.

36.10.8 Subject to the agreement of the employee's Manager, if starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10 hour break then either; the employee may, without loss of pay, start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours; or the employer must pay the employee 200% for all work performed until the employee has received a break of at least 10 hours.

36.10.9 The CEO needs to give their approval before any overtime is worked.

36.11 Call-Outs

36.11.1 An employee, who is recalled to work, including for meetings, whether notified before or after leaving the work site, will be paid for a minimum of three hours work at the overtime rate.

36.11.2 Where an employee is paid an availability allowance as in Clause 35.1, a minimum of two hours work, at the appropriate overtime rate, will be paid for each time they are recalled. Except in unforeseen circumstances, the employee will not be required to work the full two or three hours, if the job they were recalled to do is completed within a shorter time. Overtime worked in the specified situations will not be regarded as overtime for the purpose of Clause 36.10.8 when the actual time worked is less than three hours on such recall or on each of such recalls.

36.11.3 This clause will not apply when the overtime is continuous (subject to a reasonable meal break) with the completion or start of ordinary working time.

37. ANNUAL CLOSE DOWN

37.1 Where the CEO elects to close down the whole or part of the organisation during the Christmas, New Year and/or Easter period, the CEO will give employees at least eight weeks' notice of their intention.

37.2 All employees will be given the choice of taking:

37.2.1 Accrued annual leave;

- 37.2.2 Accrued long service leave (if eligible to access long service leave);
 - 37.2.3 Purchased leave (if a purchased leave arrangement has been agreed);
 - 37.2.4 RDO (if accrued);
 - 37.2.5 TOIL (for Parks Sports and Fitness Centre employees only)
- 37.3 Annual close down will be for a maximum of one week, exclusive of public holidays.

PART 6 – LEAVE AND OTHER BENEFITS

38. LEAVE AND LEAVE-RELATED BENEFITS

The Council recognises that it is important for its employees to balance their work and personal commitments. To enable them to do so, the Council will continue to provide employees with the opportunity to access leave and other benefits, which are available in varying degrees of flexibility and in consultation with the Council and dependent on the Council's operational requirements. These entitlements include:

- Annual leave
- Annual leave loading
- Bereavement leave
- Long service leave
- Parental leave
- Personal leave
- Unpaid carer's leave
- Leave without pay
- Jury service leave
- Purchase leave
- Public holidays

39. ANNUAL LEAVE

39.1 All employees will be entitled to 152 hours annual leave, exclusive of public holidays (paid on a pro rata basis for part-time employees). This leave will be paid at the normal weekly salary (i.e. 38 hours).

39.2 Employees are entitled to 152 hours of annual leave per year of continuous service, which will accrue on a fortnightly basis.

39.3 Employees who are regularly rostered over seven days, including Sundays and public holidays, will be given an additional 38 hours of annual leave.

39.4 Subject to Clause 39.7 and the Act, annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.

39.5 Annual leave accumulates and unused leave is payable on termination of employment.

39.6 If the employee is terminated for any reason, or any employee lawfully terminates their employment, the employee will be entitled to pro-rata payment for the

accumulated annual leave for each completed four week period of continuous service, according to the employee's length of the pay period.

39.7 To assist employees balance their work and family commitments:

39.7.1 An employee may choose, with the employer's consent, to accumulate and carry forward any amount of annual leave for a maximum of 304 hours from the date the employee is entitled to the leave.

39.7.2 An employee may elect, with the employer's consent, to take annual leave in single days (7.6 hours) or half days (3.8 hours), depending on operational requirements.

40. **ANNUAL LEAVE LOADING**

40.1 The loading paid is 17.5% of four weeks' salary of the employee's substantive classification and will be paid at the employee's substantive classification. Employees who receive a salary package above Level 6 will receive a maximum loading calculated at the rate which applies to the Level 6, Step 2 (General Officer).

40.2 Leave loading will be paid at the higher rate where an employee has been acting on long-term higher duty or long-term contract for a total period of six months or more (in the preceding 12-month period).

40.3 Annual leave loading will be calculated and paid in November each year.

40.4 Employees who are regularly rostered over seven days, including Sundays and public holidays, will have all annual leave loading calculated at the rate 20% instead of 17.5%.

41. **BEREAVEMENT LEAVE**

41.1 Employees, other than casual employees, are entitled to two paid days of bereavement leave on each occasion of the death of the employee's immediate family or household member.

41.2 An employee is required to provide written evidence of the death and the employee's relationship to the deceased, to the Council's satisfaction, before they can access payment for a bereavement leave absence.

41.3 An employee may take unpaid bereavement leave by agreement with the Council.

42. **LONG SERVICE LEAVE**

42.1 The *Long Service Leave Act 1987* (SA) (as amended) provides for the granting of long service leave to employees. Long service leave accrues at a rate of 49.4 hours per year. Employees qualify for 494 hours leave after 10 years employment. After 10 years, additional leave accrues at the rate of 49.4 hours per year.

42.2 In addition to the provisions of the *Long Service Leave Act 1987* (SA), the following conditions apply:-

42.2.1 Any application for long service leave must be approved by the CEO, who, when giving consideration to the application, will take into account the operational requirements of the Council.

42.2.2 Where the Employee requests, and with the CEO's written approval, long service leave may be taken at double the length of time at half the pay rate or half the time at double the pay rate.

42.2.3 An employee may be granted pro-rata long service leave after seven years of continuous service.

42.2.4 Where a written request is received from an employee, in lieu of taking of leave and with the approval of the CEO, payment may be made to the employee for the dollar value of part or total of the long service leave accrued.

42.2.5 The minimum amount of long service leave which can be taken will be in single days.

42.3 Taking long service leave must be by mutual agreement between the Council and employee.

42.4 Long service leave is exclusive of public holidays and weekends.

43. **PARENTAL LEAVE**

43.1 **Council Support**

43.1.1 The existing Council practice of supporting employees on parental leave shall be continued and enhanced. This support will include, but not be limited to:-

43.1.1.1 Continued information flow from Council;

43.1.1.2 Appropriate re-induction and skills training;

43.1.1.3 Discussion and consideration of childcare needs.

43.1.2 Employees returning from parental leave may ask the CEO to investigate other employment options including part-time or job share arrangements. The CEO will give these requests consideration, which will be subject to Clause 22.

43.1.3 Employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

43.1.4 Employees who are entitled to take parental leave under Clause 43 can apply to take any accrued annual leave or long service leave at the

conclusion of parental leave, provided three months written notice is given to the employer and it is by mutual consent

43.2 Definitions

43.2.1 For the purpose of this Clause:

43.2.1.1 **Child** means a child of the employee under school age, except for adoption of a child where child means a person under school age 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 months or more;

43.2.1.2 **Employee** means full-time, part-time and eligible casual employee, but does not apply to other casual employees;

43.2.1.3 For entitlement to unpaid parental leave, **eligible casual employee** means a casual employee who:

- (a) has been employed by the Council on a regular and systematic basis for a period of at least 12 months and
- (b) but for the expected birth or placement of a child, would have a reasonable expectation of continuing employment with the Council on a regular and systematic basis.
- (c) an eligible casual employee has no entitlement to paid parental leave under this Clause.

43.3 Paid Parental Leave

43.3.1 To assist employees on parental leave, the Council is committed to providing paid leave in accordance with this Clause.

43.3.2 The Council will make a top up payment (**the Parental Leave Payment**) to an employee that is equal to the employee's ordinary weekly rate of pay less the Federal Minimum Wage, for a period of no greater than 18 weeks.

43.3.3 Access to the Parental Leave Payment is conditional upon the following:

43.3.3.1 The employee being the mother or father of the child;

43.3.3.2 The employee being the primary caregiver of the child;

43.3.3.3 The employee providing the CEO with a certificate from a qualified medical practitioner stating the expected date of birth of the employee's child;

- 43.3.3.4 If the employee is female, the employee commencing leave no later than six weeks before the expected date of or earlier (as necessary)
- 43.3.4 Any public or other statutory holiday that falls within the period of parental leave will be counted as a day of parental leave.
- 43.3.5 Absence on paid parental leave will count as service, for personal leave, annual leave and long service leave
- 43.3.6 Where a female employee, who is eligible for the Parental Leave Payment, suffers the termination of her pregnancy between 20 and 36 weeks, the Council will make a top up payment, which is equal to the difference between the employee's ordinary weekly rate of pay and the Federal Minimum Wage for two weeks.
- 43.3.7 An employee, whose spouse has given birth to a child, or whose spouse is the primary caregiver of an adopted child, is entitled to two weeks' full pay at the time of the birth or adoption of that child to be taken at a time agreed with the employee's manager.
- 43.3.8 An employee's entitlement under this Clause will be unaffected by an employee's eligibility for payments from the Federal Government, or if any applicable Federal Government scheme ceases during the life of the Agreement.

For example, if the employee's ordinary weekly wage is \$900 and the Federal Minimum Wage is \$700 per week, the Council will pay the employee \$200 per week for 18 weeks.

The Council payment is made regardless of whether the employee elects to access the payment under the Paid Parental Leave Act 2010 (Cth) or the baby bonus.

43.4 Basic Entitlement

- 43.4.1 Parents are entitled to up to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken for adoption.
- 43.4.2 Employees may be entitled to a maximum of 52 weeks parental leave, which may constitute paid and unpaid leave.
- 43.4.3 Parental leave is available to only one parent at a time, except for periods of simultaneous leave outlined in this Clause.

43.5 Right to Request

- 43.5.1 An employee entitled to parental leave as in Clause 43.4 may request the Council to allow them to:

43.5.1.1 Extend the period of simultaneous unpaid parental leave provided for up to eight weeks;

43.5.1.2 Extend the period of unpaid parental leave provided for in Clause 43.4.1 by a further continuous period of leave, but not more than 52 weeks;

43.5.1.3 Return from parental leave on a part-time basis or in a job share arrangement, to assist the employee to settle into work and parental responsibilities.

43.5.2 The Council will consider the request in regard to the employee's circumstances and, that it is genuinely based on their parental responsibilities. The Council may only refuse the request on reasonable grounds related to the effect on the workplace or the Council's operational requirements. These grounds may include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

43.6 Employee's request and the employer's decision in writing

The employee's request and the Council's decision made under Clauses 43.5.1 and 43.5.2 must be recorded in writing.

43.7 Request to return to work on a part-time basis or in a job share arrangement

When an employee wants to make a request under Clause 43.5.1.3, it must be made as soon as possible, but no less than seven weeks, before the date when they are due to return to work.

43.8 Maternity Leave

43.8.1 A female employee will provide at least 10 weeks' notice before the expected date of starting parental leave:

43.8.1.1 A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

43.8.1.2 Written notification of the date on which she proposes to start maternity leave, and the amount of leave to be taken;

43.8.1.3 A statutory declaration stating particulars of any parental leave sought or taken by her spouse and that, for the time of maternity leave, she will not engage in any conduct inconsistent with her contract of employment.

43.8.2 In line with Clause 43.8.1, and unless agreed otherwise between the Council and the employee, an employee may begin parental leave at any time within six weeks immediately before the expected date of the birth.

- 43.8.3 When an employee continues to work within the six week period immediately before the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Council may require the employee to provide a medical certificate stating that she is fit to return to her normal duties.
- 43.8.4 When the pregnancy of an employee terminates after 28 weeks and the employee has not started 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 will be entitled to paid sick leave instead of, or in addition to, special maternity leave.
- 43.8.4.1 This special maternity leave will be reduced by the amount of paid leave to which the employee is entitled in Clause 43.3.
- 43.8.5 Where leave has been granted under Clause 43.4, an employee may return to work at any time, as agreed, provided that the time does not exceed four weeks from the re-starting date wanted by the employee.

43.9 Paternity Leave

- 43.9.1 At least 10 weeks before each proposed paternity leave, an employee will provide the Council with:
- 43.9.1.1 A certificate from a registered medical practitioner which names the employee's spouse, states that the spouse is pregnant and the expected date of confinement, or states the date on which the birth took place;
- 43.9.1.2 Written notification of the dates on which the employee proposes to start and finish paternity leave;
- 43.9.1.3 Except in relation to leave taken at the same time with the child's primary caregiver under Clauses 43.5.1.1 and 43.5.1.2 a statutory declaration stating:
- (a) The employee will take that period of paternity leave to become the primary caregiver of a child;
 - (b) Particulars of parental leave sought or taken by the employee's spouse;
 - (c) That for the period of paternity leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- 43.9.2 An employee may take paternity leave without giving 10 weeks' notice if:

- 43.9.2.1 The birth of the child occurs earlier than expected;
- 43.9.2.2 The employee's spouse dies in circumstances relating to the birth of the child;
- 43.9.2.3 Other compelling circumstances arise.

43.9.3 Where any of these conditions occur, the employee will notify the Council of any change in the information provided previously as soon as possible.

43.10 Adoption Leave

43.10.1 The employee will notify the Council at least 10 weeks before the starting date of adoption leave and the period of leave to be taken. An employee may begin adoption leave before providing this notice where, through circumstances beyond the employee's control, the adoption of a child takes place earlier.

43.10.2 Before starting adoption leave, an employee will provide the Council with a statutory declaration stating:

43.10.2.1 They are seeking adoption leave to become the primary care-giver of the child;

43.10.2.2 Particulars of any period of adoption leave sought or taken by the employee's spouse;

43.10.2.3 That for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.

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

43.10.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Council immediately and the Council will nominate a time not more than four weeks from receiving the notification for the employee's return to work.

43.11 Variation of Period of Parental Leave

Unless agreed otherwise between the Council and employee, an employee may alter the period of parental leave on one occasion. Any change is to be notified, in writing, at least eight weeks before the start of the changed arrangements.

43.12 Parental Leave and Other Entitlements

43.12.1 An employee may, instead of, or with parental leave, take other paid leave entitlements which they have accumulated, such as annual leave

or long service leave. The total amount of leave must not be more than 52 weeks, unless a longer period is agreed under Clause 43.4.

- 43.12.2 When a female employee, not yet on parental leave, suffers an illness related to her pregnancy, she may take any accumulated sick leave and further unpaid leave (to be known as **special maternity leave**) if a registered practitioner certifies this as necessary before her return to work, provided that the combined paid sick leave, special maternity leave and paid/unpaid parental leave does not exceed 52 weeks, or a longer period as agreed under Clause 43.5.1.

43.13 Transfer to a Safe Job

- 43.13.1 If, in the opinion of a registered medical practitioner, illness or risks arising from a female employee's pregnancy, or hazards connected with her work, make it inadvisable for her to continue in her present work, she will be transferred to a safe job at the rate and on the conditions attached to that job, if the Council considers it practicable, until the start of her maternity leave.
- 43.13.2 If a transfer to a safe job is not practicable, the employee may choose, or the Council may require the employee, to start parental leave, for the period that a registered medical professional certifies as necessary.

43.14 Returning to Work after a Period of Parental Leave

- 43.14.1 An employee will notify the Council of their intention to return to work after parental leave at least seven weeks before the end of the leave.
- 43.14.2 An employee is entitled to the position they held immediately before going on parental leave. Where an employee was transferred to a safe job, as set out in Clause 43.13, the employee will be entitled to return to the position they held before the transfer.
- 43.14.3 Where such position no longer exists but there are other positions available for which the employee is qualified and capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 43.14.4 If an employee chooses to shorten their parental leave, their immediate return to their substantive position may not be possible. In this situation, the Council and the employee will negotiate the employee's placement at their substantive classification, using their skills and knowledge.
- 43.14.5 The Council must not fail to re-engage a casual employee because:
- 43.14.5.1 The employee or employee's spouse is pregnant;
 - 43.14.5.2 The employee is presently or has just been absent on parental leave.

43.14.6 The rights of the Council in relation to hiring and re-hiring of casual employees are not affected, other than as set out in this Clause.

43.15 Replacement employees

43.15.1 A replacement employee may be specifically engaged or temporarily promoted or transferred, as a result of another employee going on parental leave.

43.15.2 A replacement employee will be told of the temporary nature of the work and of the rights of the replaced employee.

43.16 Part-Time Work

43.16.1 Entitlement – With the Agreement of the Employer

43.16.1.1 A male employee may make application to work part-time in one or more periods 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.

43.16.1.2 A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

43.16.1.3 A female employee may work part-time in one or more periods at any time from the seventh week after the child's date of birth until the child reaches school age.

43.16.1.4 In relation to adoption, a female employee may work part-time in one or more periods at any time from the date of the child's placement until the second anniversary of that date.

43.16.2 Return to Former Position

43.16.2.1 An employee, with at least 12 months continuous service immediately before they start part-time work after the birth or placement of a child has, at the end of the part-time employment or the first period, if there is more than one, the right to return to their former position.

43.16.2.2 Nothing in Clause 43.16.2.1 above will stop the Council from permitting the employee to return to their former position after a second or following period of part-time employment.

43.16.3 Effect Of Part-Time On Continuous Service

Starting part-time work and returning from part-time work to full-time work will not break an employee's continuity of service or employment.

43.16.4 **Pro-Rata Entitlements**

Part-time employment will be in line with the provisions of this Agreement which will also apply to pro-rata entitlements.

43.16.5 **Transitional Arrangements – Annual Leave**

43.16.5.1 A part-time employee working under this sub-clause will be paid for and take any accumulated leave in relation to any full-time work they were performing before starting part-time work.

43.16.5.2 A full-time employee under this sub-clause will be paid and take any annual accumulated leave in relation to any part-time work they were performing before resuming full-time work.

43.16.5.3 By agreement between the Council and the employee, leave may be shortened so that the employee receives pay at their current full-time rate.

43.16.6 **Transitional Arrangements – Sick Leave**

A part-time employee working under this sub-clause will have accumulated sick leave entitlements converted into hours. This includes any leave accumulated in regard to previous full-time employment. When this entitlement is used, whether as a part-time or full-time employee, it will be debited for the ordinary hours that the employee would have worked during their absence.

43.16.7 **Part-time Work Agreement**

43.16.7.1 Before starting part-time work under this sub-clause, the employee and the Council will agree:

- (a) That the employee may work part-time;
- (b) On the hours to be worked, the days on which they will be worked and the starting times for the work;
- (c) On the classification applying to the work to be done
- (d) On the period of part-time employment.

43.16.7.2 The terms of this Part-time Work Agreement may be varied by consent.

43.16.7.3 The terms of this Part-time Work Agreement, or any variation to it, will be recorded in writing and kept by the employer. The Council will provide a copy of the Part-time Work Agreement, including any variations, to the employee.

43.16.7.4 The terms of this Part-time Work Agreement will apply to part-time employment.

43.16.8 Termination Of Employment

43.16.8.1 The employment of a part-time employee under this sub-clause may be terminated in line with this Agreement. However, the Council may not terminate employment because the employee has exercised/proposes to exercise any rights, or has enjoyed or is intending to enjoy any benefits, arising from this sub-clause.

43.16.8.2 Any termination entitlements payable while an employee is working part-time, or full-time after transferring from part-time work, under this sub-clause, will be calculated by referring to the full-time rate of pay at the time of termination. All service as a full-time employee will qualify the employee 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.

43.16.9 Extension Of Hours Of Work

The Council may request, but not require, an employee working part-time under this sub-clause to work outside, or more than their ordinary hours of duty, in line with Clause 43.16.7.

43.16.10 Nature Of Part-Time Work

The employee's part-time work need not be the same as their former position, but will be work also performed under this Agreement.

43.16.11 Replacement Employees

43.16.11.1 A replacement employee is specifically engaged because another employee is working part-time under this sub-clause.

43.16.11.2 A replacement employee may be employed part-time. Clause 43.16.11.1 and sub-clauses 43.16.3, 43.16.4, 43.16.5, 43.16.6, 43.16.7, 43.16.8 will apply to the part-time employment of replacement employees.

43.16.11.3 Before the Council engages a replacement employee under Clause 43.16.11.1, the Council will inform them of the temporary nature of the employment and of the rights of the replaced employee.

43.16.11.4 Nothing in this sub-clause requires the Council to engage a replacement employee.

43.16.12 **Communication During Parental Leave**

43.16.12.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change, the Council will take reasonable steps to:

- (a) Make information available about any significant effect the change will have on the employee's status or responsibility of the position they held before commencing parental leave;
- (b) Provide an opportunity for the employee to discuss any major effect the change will have on the status or responsibility level of the position they held before starting parental leave.

43.16.13 The employee will take reasonable steps to inform the Council about any significant matter that will affect their decision regarding the length of parental leave, whether they intend returning to work and whether they intend asking to return to work on a part-time basis.

43.16.14 The employee will also notify the Council of changes of address or other contact details, which might affect the Council's ability to comply with Clause 43.16.12.1(a).

44. **PRENATAL LEAVE**

44.1 A female employee, who presents a medical certificate from a doctor stating that she is pregnant, will have access to paid prenatal leave of eight hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.

44.2 An employee, who presents a medical certificate from a doctor stating that the employee's spouse is pregnant, will have access to paid prenatal leave of four hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.

44.3 The relevant work team will be flexible enough to allow such employees to ability to leave work and return on the same day.

45. **PERSONAL LEAVE**

45.1 The parties recognise that excessive absenteeism is both costly and disruptive to the Council. On the other hand, the parties also recognise the need for honesty, co-operation, flexibility and compassion in the managing and taking of personal leave.

45.2 Employees are entitled to 76 hours of personal leave for each year of continuous service, which will accrue on a fortnightly basis.

- 45.3 Personal leave is cumulative. Any accumulated but unused personal leave is payable on termination of employment in accordance with Clause 45.11.
- 45.4 Personal leave may be used for the following purposes:
- 45.4.1 Where the employee is ill or injured;
 - 45.4.2 Where the employee needs to provide care and support to an immediate family or household member who is suffering from an illness or injury, or who is affected by an unexpected emergency.
- 45.5 Personal leave may also be used for pressing domestic or family reasons, such as:
- 45.5.1 Counselling for self and/or family using the Council's Employee Assistance Program or a similar service;
 - 45.5.2 Medical appointments;
 - 45.5.3 Court appearances;
 - 45.5.4 Emergency situations involving child care, school or education issues.
- 45.6 If an employee is absent on personal leave, the employee must provide the Council with a medical certificate signed by a registered health practitioner, when requested. If that is not reasonably practicable, a statutory declaration sworn by the employee is sufficient.
- 45.7 Where possible, employees will inform their manager of anticipated personal leave day/s.
- 45.8 If prior notice of the personal leave is not possible, employees are required to notify their manager with a personal telephone call or personal voice mail message as soon as possible. This will be no later than 24 hours after the start of the absence. Text message notifications will not suffice.
- 45.9 The minimum personal leave that may be taken at one time is one hour.
- 45.10 Where an employee's amount and/or frequency of personal leave is more than what is acceptable, the employee and their manager will discuss the issue and develop strategies to assist the employee. Strategies may include providing medical certificates for any personal leave taken.

45.11 Productivity Incentive Payment

From the commencement of this Agreement, the productivity incentive payment provided on termination of employment pursuant to the City of Port Adelaide Enfield Municipal Officers Workplace Agreement No 1 – 2007 (and prior enterprise agreements) will be amended as follows:

- 45.11.1 50% of the accrued entitlement to personal leave (as at the date of certification of this Agreement) for existing employees, calculated in respect of service with the Council or the predecessor councils prior to

amalgamation, will be preserved and paid out on termination in accordance with this Clause;

- 45.11.2 Employees will cease to accrue further personal leave toward the productivity incentive payment;
- 45.11.3 Any employees engaged on or after the date of certification of this Agreement will not be eligible for the productivity incentive payment;
- 45.11.4 The payment will not be made to employees whose employment is terminated by the Council on grounds of misconduct, continuing poor performance/poor conduct or in circumstances where the employee abandons their employment with the Council
- 45.11.5 Personal leave debits will, in the first instance, be made from accruals occurring after the date of certification of this Agreement. Provided however that, where such accrual is insufficient to cover the employee's period of absence, the debit shall be made against the preserved accrual entitlement.
- 45.11.6 Payment of the productivity incentive on termination of employment shall be made based on the employee's salary as at the rate applicable at 31 December 2013, unless the employee's employment terminates prior to this time, at which time the rate that is applicable to the employee at that point in time will apply.
- 45.11.7 If the employee ceases employment with the Council and receives payment in accordance with this Clause, and subsequently takes up employment with another council, the value of any payment due under the *Local Government Act 1999* (SA) will be reduced by the amount paid to the employee.

For example, as at 1 January 2012, an employee has 500 hours of accrued personal leave. The employee's entitlement under this Clause is frozen at 250 hours.

If the employee ceases employment with the Council for reasons other than misconduct, poor performance or abandonment before 1 January 2014, the employee will receive a lump sum payment of 250 hours x the hourly rate that applies at that time.

If the employee ceases employment with the Council for reasons other than misconduct, poor performance or abandonment on or after 1 January 2014, the employee will receive a lump sum payment of 250 hours x the hourly rate that applied as at 31 December 2013.

If the employee ceases employment with the Council as a result of misconduct, poor performance or abandonment, the employee is ineligible to receive payment under this Clause.

45.12 Personal leave whilst on annual leave

- 45.12.1 When an employee falls sick or suffers an injury that would prevent them from working while on annual leave, the employee will be entitled to have their annual leave reimbursed by the Council on the provision of a medical certificate.
- 45.12.2 Employees will be paid for the period of incapacity (and debited from the personal leave accrual) only in circumstances where the employee has sufficient personal leave accrual to their credit.

45.13 Portability of personal leave

- 45.13.1 Personal leave shall be portable from council to council within the Local Government sector. If an employee worked within the Local Government sector immediately prior to working for the Council, the employee is entitled to carry personal leave credits from the previous employer to the Council. Such personal leave credits will only be available to the employee once the employee has exhausted the credits accrued with the Council.
- 45.13.2 The Council may recover from the employee's previous employer a contribution towards the cost of personal leave granted in accordance with this sub-clause.
- 45.13.3 Where the employee has accumulated personal leave credits with more than one South Australian council, the initial claim from the Council may be made to the immediately preceding employing council, and the balance of outstanding credits from the respective next preceding employing councils, as the case may be.

46. UNPAID CARER'S LEAVE

- 46.1 All employees, including casual employees, are entitled to a total of two unpaid days carer's leave per incident when a member of the employee's immediate family or household requires care and support because of:
 - 46.1.1 A personal illness or injury; or
 - 46.1.2 An unexpected emergency affecting that member.
- 46.2 An employee is only entitled to unpaid carer's leave when they:
 - 46.2.1 Gives the Council notice as soon as reasonably practicable
 - 46.2.2 Provides satisfactory documentary evidence in line with Clause 45.6.
- 46.3 Unpaid carer's leave is only to be taken if the employee has exhausted their entitlement to paid personal leave and the employee has the approval of the CEO.

47. **LEAVE WITHOUT PAY**

47.1 An employee may apply to the CEO for a period of leave without pay if the employee has exhausted all accrued leave entitlements.

47.2 The approval of any leave without pay period is at the CEO's absolute discretion.

47.3 Employees will not accrue annual or personal leave during any period of leave without pay. Further, whilst an employee's continuity of service is unbroken, the period of leave without pay will not count towards the employee's long service leave calculation.

48. **JURY SERVICE**

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

48.1.1 Notifies the Council as soon as possible of the date(s) involved in jury service;

48.1.2 Gives proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance;

48.1.3 Claims from the court the full amount payable for jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to the Council;

48.1.4 As far as practicable, return to work if the jury attendance finishes before the end of the normal day's work.

48.2 Jury service will count as service for all purposes of the Agreement.

49. **PURCHASED LEAVE**

49.1 Employees who are seeking more flexible work arrangements may apply for a purchased leave arrangement. Such arrangements will be at the discretion of the CEO.

49.2 Apart from any other provision of this Agreement, an employee may purchase up to two weeks of additional leave per financial year in accordance with this Clause. Employees may 'buy' purchased leave weeks in one week blocks to a maximum of two weeks with effect from the first full pay period in each financial year.

49.3 An employee must make a purchased leave request, in writing, to the CEO during the month of May preceding the financial year in which the leave is to be purchased. Any application received before or after May will not be considered by the CEO.

49.4 Where the CEO and employee agree to a reduction in the number of working weeks under this Clause, the employee will receive additional leave as follows:

49.4.1 The employee will receive a salary equal to the time worked (either 50 or 51 weeks), but the salary will be spread over 52 weeks;

49.4.2 The employee's accrual of annual, personal and long service leave will stay the same.

49.5 The CEO, when considering an application for purchased leave, will take into consideration the operational needs and work requirements of the Council.

49.6 Purchased leave days may be taken in single days.

49.7 If, at the time of certification of this Agreement, an employee is being remunerated in accordance with a 48/52 purchase leave arrangement under the previous agreement, the arrangements for that employee will continue until 30 June 2012.

50. **PUBLIC HOLIDAYS**

All employees will be entitled to be absent for a standard day without any deduction of pay for any day prescribed as a public holiday by the South Australian Government Gazette.

PART 7 - MISCELLANEOUS**51. JOURNEY INJURY INSURANCE**

51.1 The Council will provide travel insurance for all employees covered in this Agreement, which will be limited to travel by the employee to and from the workplace.

51.2 The insurance will provide cover for employees who are injured while on a journey connected with work and training.

52. PROTECTIVE CLOTHING AND HANDLING OF CHEMICALS

52.1 Where the Council requires an employee to provide and maintain their own specific items of protective clothing, the Council will reimburse all reasonable expenses for this.

52.2 Employees who use chemicals in their work will be entitled to an annual medical examination. This will be arranged by the employee and the Council. The cost of this medical examination, that is the difference between the Medicare rebate and the actual cost of the examination, will be paid by the Council.

PART 8 – SALARY ADJUSTMENTS

53. SALARY ADJUSTMENTS

53.1 During the three year duration of the Agreement, there will be three salary adjustments, which are as follows:

53.1.1 3.6% increase effective from the first full pay period after 1 January 2012, subject to the Agreement being approved prior to that date;

53.1.2 3.6% increase effective from the first full pay period after 1 January 2013;

53.1.3 3.6% increase effective from the first full pay period after 1 January 2014.

53.2 Salary adjustments in accordance with this Clause are outlined in Schedules 4 and 5.

54. NO FURTHER CLAIMS

The parties agree that, during the period of operation of this Agreement, there shall be no further salary or wage increase sought or granted except for those provided in accordance with the terms of this Agreement or the Act.

55. SIGNATORIES

Signed on behalf of the **CITY OF PORT ADELAIDE ENFIELD COUNCIL** by Mayor Gary Johanson in the presence of:

.....
Signature of witness
Mayor Gary Johanson

.....
Name of witness (print)

.....
Date

Signed on behalf of the **AUSTRALIAN SERVICES UNION** by Katrine Hildyard in the presence of:

.....
Signature of witness
Katrine Hildyard

.....
Name of witness (print)

.....
Date

Signed on behalf of the **EMPLOYEES** in the presence of:

.....
Signature of witness
Employee Representative

.....
Name of witness (print)

.....
Date

SCHEDULE 1 – CLASSIFICATION

INTRODUCTION

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

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

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

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

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

CLASSIFICATION

General Officers

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 (8) distinctive levels within the structure.

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

The job description should be tested against more than one (1) level for appropriateness.

Senior Officer – Chief Executive Officer

The CEO is graded in accordance with the determination of a Local Government Classification Committee in a manner which effectively establishes appropriate relativity between Chief Executive Officer positions having regard to Council revenue, population and

staffing establishment. The Committee reviews classifications of CEO's biennially and formally advises Council regarding the appropriate classification.

The Council shall adopt the salaries prescribed for the appropriate level unless by agreement with the CEO, alternative arrangements are negotiated, with the basis for the agreement being the first salary point for the appropriate level.

By agreement between the Council and CEO, further remuneration (as part of the salary package) may be negotiated subject to the adoption of mutually agreed performance indicators and/or other processes agreed between the Council and CEO.

The CEO shall be paid not less than \$1030 per annum or 2.5% (whichever is the greater) above the base rate of the relevant Council's next highest paid officer who is classified pursuant to this Agreement.

Reasonable out-of-pocket expenses which are incurred by the CEO in attending social and/or official functions when required to do so by Council, shall be provided by the Council.

In lieu of out-of-pocket expenses the Council and the CEO may agree upon a fixed amount per annum.

Senior Officer

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

The structures shall consist of four (4) management bands:

Band 4 shall encompass 2 levels below the level afforded to the CEO

Band 3 shall fall 1 level below Band 4

Band 2 shall fall 1 level below Band 3

Band 1 shall fall 1 level below Band 2

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

PROGRESSION THROUGH THE LEVELS

At the conclusion of each 12 month period following appointment to a classification an officer shall be eligible for incremental progression within each salary level subject to the following:

Where the employer adopts and implements a formal, structured performance appraisal scheme progression from the first salary increment to the top increment within a classification level shall be by annual incremental advancement subject to the officer having given 'satisfactory service' for the prior 12 months employment.

The appraisal scheme for the purpose of determining 'satisfactory service' for progression should contain the following features:

- (a) the scheme is underpinned by principles, which ensure equity and procedural fairness to Employees;
- (b) foundation in a current and accurate job description;
- (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent;
- (d) appraisal will take place in sufficient time (at least six (6) months prior) to allow improved performance to qualify for an annual increment; and
- (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the Dispute Resolution Procedure contained in this Agreement.

If the employer does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

Senior Officer, additional aspects of salary progression through the levels

The employer and a Senior officer may agree upon an additional annual amount in lieu of incremental advancement, which would be paid to the Senior officer providing that performance standards are achieved.

The means for establishing the performance indicators to be used for the purposes of assessing the Senior Officer's performance, shall be agreed between the Senior officer and the Council.

SCHEDULE 2 – GENERAL OFFICER CLASSIFICATION CRITERIA

Level 1A

Activities/Functions

- Perform clearly defined routine activities in a support role in a child care centre.

Complexity of Task/Level of Autonomy

- Application of basic skills and techniques in a support role in a child care centre.
- Work outcomes will need to be closely monitored.
- Works under close direction with instruction and assistance always available.
- Works under direct supervision.

Initiative and Judgement

- Freedom to act is limited by standards and procedures.

Problem Solving

- Assistance available when problems occur.

Provision of Advice/Support/Assistance

Time Management & Organisational Skills

General Responsibilities

*See a support role in a Child Care Centre.

Where Prime Responsibility Lies in Technical Field

*Not relevant to this level.

Where the Prime Responsibilities is in the Works Area

*Not relevant to this level.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

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

*Not relevant to this level.

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

*Not relevant to this level.

Where the Prime Responsibility is in a “Professional” Field

*Not relevant to this level.

Where the Prime Responsibility is in Clerical/Secretarial/Administrative

*Not relevant to this level.

Where the Prime Responsibility is in Child Care

- Support role in a child care centre
- Report observations of individual children
- Groups for program planning purposes

- If an officer had completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups
- Assist with daily routines and give each child individual attention/comfort as required
- Implement early child-hood program under supervision
- Work in accordance with licensing requirements under the Act and ensure the health & safety of the children in care.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Where Prime Responsibility is a Fire Prevention Officer

*Not relevant to this level.

Requirements of the Job

- Developing knowledge of centre policy and practice
- No formal qualifications required at this level
- Certificate in community services (TAFE) or equivalent
- It is desirable that officers are studying for an appropriate certificate
- Sufficient knowledge and experience to perform duties at this level
- Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Progression

- Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children's Services Act shall commence at the 3rd increment of the range.

Level 1

Activities/Functions

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

Complexity of Task/Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

- Solutions to problems found in established procedures,

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

- Responsible for the timeliness of own work.

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

Experienced officers may have 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 Recreational Complex (Aquatic or Non Aquatic)

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

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

*Not relevant to this level.

Where the Prime Responsibility is in a “Professional” Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and administrative support and could include:

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

Where Prime Responsibility is in Child Care

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

Where Prime Responsibility is in Environmental Services

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

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

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

OR

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

Progression

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

Level 2

Activities/Functions

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

Complexity of Task/Level of Autonomy

- Application of acquired skills, knowledge and an 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 & Organisational Skills

- Managing time, planning and organising own work.

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

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

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

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

Provide para-professional support to qualified librarians:-

- in charge of a library outlet or function within the library
- oversee the work of unqualified library staff.

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

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

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

*Not relevant to this level.

Where the Prime Responsibility is in a “Professional” Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Provide secretarial and/or administrative support and could include:-

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

Where Prime Responsibility is in Child Care

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

Where Prime Responsibility is in Environmental Services

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

Where the Prime Responsibility is in Community Services

- Operate a community service program at an elementary level.

Requirements of the Job

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

OR

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

OR

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

OR

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

Progression

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

Level 3

Activities/Functions

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

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

Complexity of Task/Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills Managing and planning own work and that of subordinate staff and could include:-

- plan and co-ordinate activities in the work area
- responsibility for various activities in a specialised area of the works program
- a function within the work area.

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

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

- reviewing work done by subordinate officers.

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

Responsibilities could include:-

- in a small library, provide a range of library and information services or
- in a large library, be predominantly involved in the provision of a particular library service/function or
- supervise the work of para-professional library staff or
- take charge of a small library branch.

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

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

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

Advise landholders/local authorities/government officers on:-

- eradication/control techniques and measures and provide information on obligations under the relevant legislation.

Where the Prime Responsibility is in a “Professional” Field

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

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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

- Systems Administrator in small/medium sized council whose responsibility includes the security/integrity of the system
- operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems
- application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer
- provide a service utilising the full functions of a desk top publisher.

Where Prime Responsibility is in Child Care

Perform the duties of assistant director in child care centre

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

Where Prime Responsibility is in Environmental Services

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

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

Where the Prime Responsibility is in Community Services

Plan and co-ordinate elementary community based projects/programs, and could include:-

- performing moderately complex functions
- social planning, demographic analysis, survey design and analysis
- duties of a specialised nature
- a single program at a more complex level
- administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.

Requirements of the Job

- Thorough knowledge of work activities performed within the work area
 - Sound knowledge of procedural/operational methods of the work area
 - May utilise professional or specialised knowledge
 - Ability to apply computing concepts
 - Working knowledge of statutory requirements relevant to the work area
 - Entry level for four year degree in the relevant discipline
- OR
- Entry level for three year degree plus graduate diploma in the relevant discipline
- OR
- Associate diploma with experience
- OR
- Three year degree plus 1 year professional experience in the relevant discipline
- OR
- Appropriate certificate with relevant experience
- OR
- Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required (SIC).

Progression

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

Level 4

Activities/Functions

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

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

Complexity of Task/Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills

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

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

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

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

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

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

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

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

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

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

Plan, co-ordinate and implement the activities/policies of the local animal and plant control board and could include:-

- supervision of other staff.

Where the Prime Responsibility is in a “Professional” Field

Responsibilities could include:-

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

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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

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

Where Prime Responsibility is in Child Care

Manage a child care centre of no more than 35 places And could include (SIC):-

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

Where Prime Responsibility is in Environmental Services

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

- compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications etc.
- site inspection
- advise on general planning procedures/requirements and development/land division applications etc.

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

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

Where the Prime Responsibility is in Community Services

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

Requirements of the Job

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

OR

- Associate diploma with relevant experience

OR

- Lesser formal qualifications with substantial years of relevant experience

OR

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

Progression

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

Level 5

Activities/Functions

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

Complexity of Task Level of Autonomy

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

Initiative and Judgement

- Exercise initiative and judgement where procedures not clearly defined.

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills

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

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

Responsibilities could include:-

- lead teams on moderately complex technical projects
- exercise significant initiative and judgement in the selection and application of established principles, techniques

- provide reports to management and recommendations on technical suitability of equipment/procedure/processes/results
- analysis/design for the development and maintenance of projects.

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

* Not relevant to this level.

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

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

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

Plan coordinate and administer the activities/policies of local animal plant control boards and could include:-

- supervision of other staff
- preparation of the budgets.

Where the Prime Responsibility is in a "Professional" Field

Exercise professional responsibilities which could include:-

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

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Responsibilities could include:-

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

Where Prime Responsibility is in Child Care

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

- formulation and evaluation of annual budgets in liaison with committee

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

Where Prime Responsibility is in Environmental Services

- Undertake duties in the disciplines of building and health.

Where the Prime Responsibility is in Community Services

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

Requirements of the Job

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

OR

- Associate diploma with substantial experience

OR

- Qualifications in more than one discipline

OR

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

OR

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

Progression

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

Level 6

Activities/Functions

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

- working independently as specialists or
- a senior member of a single discipline project team.

Complexity of Task Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills

- Managing time is essential to achieve outcomes.

General Responsibilities

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

- significant projects and/or functions
- a range of duties within the work area, including problem definition, planning and the exercise of judgement
- management of significant projects and/or works programs and/or functions
- assisting with/prepare budgets
- control and coordination of a work area within budgetary constraints
- supervision/management responsibilities exercised within a multi-disciplinary, or major single function/operation or work area
- implementation of effective human resource management
- supervision of contractors
- managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation
- Appreciation of the long term goals of council

- positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Where Prime Responsibility Lies in a Technical Field

Significant responsibilities for accomplishment of technical objects, and could include:-

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

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

* Not relevant to this level.

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

* Not relevant to this level.

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

* Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

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

- control and 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 Child Care

* Not relevant to this level.

Where Prime Responsibility is in Environmental Services

Supervision/management responsibilities exercised within a multi-discipline.

Where the Prime Responsibility is in Community Services

* Not relevant to this level.

Requirements of the Job

- Discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation

- Discipline knowledge gained through experience, training or education
- Appreciation of the long term goals of the organisation
- Detailed knowledge of program activities and work practices relevant to the work area
- Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department
- Comprehensive knowledge of statutory requirements relevant to the discipline
- Degree with substantial experience

OR

- Associate diploma with substantial experience

OR

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

Progression

*Not relevant to this level.

Level 7

Activities/Functions

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

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

Complexity of Task Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills

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

General Responsibilities

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

- responsibility for a significant work area
- development of work practices and procedures for various projects
- development and implementation of significant operational procedures
- reviewing operations to determine effectiveness
- develop appropriate methodology and apply proven techniques in providing specialised services
- prepare budget submissions for senior officers and/or council
- management/supervision of staff is normally a feature at this level and establishing and monitoring work outcomes

- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed
- good understanding of the long term goals of council
- manage a works program or work area of council
- undertake the control and 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.

Refer to general responsibilities.

Where the Prime Responsibility is in the Works Area

- Develop and implement significant works programs.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

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

*Not relevant to this level.

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

*Not relevant to this level

Where the Prime Responsibility is in a "Professional" Field

Refer to general responsibilities

Where Prime Responsibility is in Clerical/Secretarial/Administrative

Refer to general responsibilities

Where Prime Responsibility is in Child Care

*Not relevant to this level.

Where Prime Responsibility is in Environmental Services

*Not relevant to this level.

Where the Prime Responsibility is in Community Services

*Not relevant to this level.

Requirements of the Job

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

OR

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

OR

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

Progression

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

Level 8

Activities/Functions

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

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

Complexity of Task Level of Autonomy

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

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

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

Time Management & Organisational Skills

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

General Responsibilities

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

- involvement in the initiation and formulation of extensive projects
- programs which impact on council's goals and objectives
- undertaking work of significant scope and/or complexity
- extensive projects
- programs in accordance with department/corporate goals
- development, implementation and evaluation of goals
- management of a work area of council at a high level of ability

- management of service delivery
- management of a department/section or operate as a senior specialist
- application of a high level of analytical skills to attain and satisfy council objectives
- little or no professional direction
- authority to implement and initiate change in area of responsibility.

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

Where Prime Responsibility Lies in a Technical Field

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

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

Where the Prime Responsibility is in the Works Area

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

- administering complex policy and works program matters.

Where Prime Responsibility is in Libraries

*Not relevant to this level.

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

*Not relevant to this level.

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

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

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

- assessment and review of standards and work of other professionals/external consultants
- initiate and formulate departmental/council programs
- implement council objectives within corporate goals
- develop and recommend ongoing plans and programs for department/council.

SCHEDULE 3 - SENIOR OFFICER CLASSIFICATION CRITERIA

Band 1

Function

- Manage the operation of a complex organisational area, program or activity which has significant impact upon Council operations
- Provide detailed administrative support to a particular program, activity or function
- Undertake the preparation of reports on significant and/or complex issues, investigate and prepare information with recommendations

Advice

- Provide expertise and/or policy advice, including technical/professional advice, across a range of programs or activities undertaken by the organisation
- Formulation of technical and/or policy advice on issues of significant importance to Council

Skills, Knowledge/Experience

- Extensive experience in the field related to the operation of the work area
- Analytical and conceptual skills to resolve issues relevant to the work area
- Awareness of organisational operations as they relate to policy
- Detailed knowledge of financial program management techniques related to the work area
- Management skills and abilities necessary to undertake the allocation and monitoring of resources
- Sound human resource management skills

Judgement

- Decisions take or delegations exercised have a major impact on the day operations of the work area. The impact, however, is likely to be limited to the work area or function in which the position is located

Authority and Accountability

- Require a high degree of accountability for the quality, efficiency and effectiveness of work outputs
- Positions at this level may have independence of action within the constraints of Council objectives or corporate goals

Organisation Relationships

- Manage a team/small department
- May be a specialist responsible for a major function which is of significant importance to Council
- Report to a more senior officer or the CEO

Band 2

Function

- Manage a substantial work area at senior administrative or professional levels and would generally report to a more senior officer, but in some cases may report directly to the CEO
- Exercise responsibility for the management of significant and complex projects that may span a number of departmental functional areas
- Contribute to the development and implementation of corporate strategies or policy initiatives

Advice

- Provide significant specialist advice on departmental programs or functions
- Provide expert advice which would require a thorough knowledge and considerable depth and breadth of experience in a complex management or professional field

Skills, Knowledge/Experience

- Ability to implement financial/program management techniques relevant to the work area
- Well developed liaison and communication and the ability to negotiate or communicate, under limited direction, on behalf of the organisation with client or other outside bodies
- Sound human resource management skills
- Management skills and abilities necessary to undertake the allocation and monitoring of human, financial and technical resources to ensure achievement of objectives

Judgement

- Exercise independent judgement in the resolution of complex problems or issues relevant to the work area

Authority and Accountability

- Officers at this level have the authority to determine methods and procedures to be adopted to achieve the desired outcome, within budgetary constraints, for significant programs
- May have independence of action, including responsibility for results achieved through the use and allocation of resources within the constraints of Council goals and objectives
- Accountable for the achievement of work area goals and objectives

Organisational Relationships

- Manage significant and complex projects that may span a number of departmental functional areas within a department or a small department
- Direction of subordinate staff would involve establishing and evaluating performance and interpreting policy relevant to the work area
- Report to a more senior office or the CEO

Band 3

Function

- Direct responsibility and accountability for managing a major segment of the operation, or a large scale function, or operation or a medium size department
- Contribute to the development of corporate goals and program objectives which are of strategic importance to Council
- Manage human, financial and technical resources, formulate and implement policy initiatives and develop corporate strategies

Advice

- Provide high level expert advice on critical management and/or technical issues relating to programs or the organisation as a whole
- Provide authoritative 'technical' or policy advice to Directors, CEO and/or Council

Skills, Knowledge/Experience

- High level of management skills and abilities necessary to direct and monitor significant resources
- Liaison and communication skills of a high order including the capacity to negotiate or communicate on behalf of the organisation, with clients or other organisations, often to finality
- The ability to interpret and provide advice on legislation, corporate objectives, policies, operations or functions of the work area
- Detailed knowledge in a range of different subject matters
- Thorough knowledge and experience in a complex management and/or professional field

Judgement

- Authority to plan, design and implement programs/projects and functions independently, exercising discretion to achieve end results
- Exercise initiative and resourcefulness in deviating from established methods and policy, contribute to the formation of policy and strategic plans
- Decisions will impact on such things as program activities or function allocations or commitment of resources
- At this level specialists exercise independent judgement and introduce creative solutions in the resolution of complex problems or issues

Authority and Accountability

- Delegated authority to determine work plans and schedules to implement the goals and objectives of programs, within a department or in some instances across the organisation
- Influence aspects of program or policy issues which have strategic importance
- Responsibility and accountability for human, financial and technical resources under their control
- Decisions may have direct consequence on achievement of results for the functions for which the officer is responsible
- Responsibility for development policies

Organisational Relationships

- In the main would operate in a subordinate relation to Departmental Director or direct the operation of a medium size department reporting directly to the CEO, or report to the CEO
- Direction could be through established procedures in the functional area or by explicit policy within an explicit evaluation process overseen by the CEO or more senior office
- Direction over subordinate staff would involve establishing and evaluating performance, and interpreting policy relevant to the work are
- May report direct to the CEO

Band 4

Function

- Manage major functions including Divisions/Departments involving a considerable variety of activities, extensive co-ordination and usually significant responsibilities for human, financial and technical resources
- Exercise delegated authority to plan, direct and/or execute major programs, functions or support activities
- Determine and revise associated strategic plans and objectives
- Provide the primary and major source of knowledge and advice to CEO and/or Council on the Department's operation for which they have responsibility
- Major contribution to the formulation of policy, strategic plans and general management for the organisation as a whole

Advice

- Provide advice critical to the operation of Council
- Provide expert policy and strategic advice to the CEO and/or Council
- Provide technical innovative and professional advice which would influence the work of a major function and/or the organisation's operations

Skills, Knowledge/Experience

- High levels of adaptability and flexibility
- Possession of conceptual, analytical and creative skills in originating new techniques, establishing criteria and development of imaginative approaches
- A high degree of originality and analytical and conceptual skills in the solution of particularly complex 'technical' or policy issues
- The ability to modify existing principles to new and unusual problems which may involve frequent changes in policy, program or technological requirements

Judgement

- Decisions taken have major effect on program emphasis or priorities in critical areas of Council operations
- High level of judgement required in developing strategic plans and in considering operational and wider internal and external program and policy issues
- Devise innovative solutions to complex policy or operational problems where guidelines are lacking

Authority and Accountability

- Broad guidance on policy and strategic direction
- Major influence on problems or policy issues
- Authority to determine resource needs and allocate resources and direct accountability for their effective uses
- Work review in relation to fulfilment of program objectives, effect of advice given and effectiveness/efficiency of overall program

Organisational Relationships

- Operate with high degree of independence in the execution and adaptation of work plans
- May exercise major delegated authority from Council or CEO
- Will report direct to CEO

SCHEDULE 4 – TABLE OF SALARY RATES (GENERAL OFFICERS)

Level	Current	1 January 2012	1 January 2013	1 January 2014
Jnr.017 (Age 17 – 65%)	\$ 28,822.00	\$ 29,859.59	\$ 30,934.54	\$ 32,048.18
Jnr.018 (Age 18 – 75%)	\$ 33,256.16	\$ 34,453.38	\$ 35,693.70	\$ 36,978.68
Jnr.019 (Age 19 – 85%)	\$ 37,690.32	\$ 39,047.17	\$ 40,452.87	\$ 41,909.17
Jnr.020 (Age 20 – 95%)	\$ 42,124.47	\$ 43,640.95	\$ 45,212.02	\$ 46,839.66
MO1.001	\$ 44,341.55	\$ 45,937.84	\$ 47,591.61	\$ 49,304.90
	\$ 45,314.65	\$ 46,945.98	\$ 48,636.03	\$ 50,386.93
	\$ 46,671.05	\$ 48,351.21	\$ 50,091.85	\$ 51,895.16
	\$ 48,127.21	\$ 49,859.79	\$ 51,654.74	\$ 53,514.31
	\$ 49,586.10	\$ 51,371.20	\$ 53,220.56	\$ 55,136.50
	\$ 51,039.27	\$ 52,876.68	\$ 54,780.24	\$ 56,752.33
MO2.001	\$ 52,514.92	\$ 54,405.46	\$ 56,364.06	\$ 58,393.16
	\$ 53,972.33	\$ 55,915.33	\$ 57,928.28	\$ 60,013.70
	\$ 55,429.75	\$ 57,425.22	\$ 59,492.52	\$ 61,634.25
	\$ 56,885.90	\$ 58,933.79	\$ 61,055.40	\$ 63,253.40
MO3.001	\$ 58,342.30	\$ 60,442.63	\$ 62,618.56	\$ 64,872.83
	\$ 59,796.97	\$ 61,949.66	\$ 64,179.85	\$ 66,490.32
	\$ 61,252.88	\$ 63,457.98	\$ 65,742.47	\$ 68,109.20
	\$ 62,743.54	\$ 65,002.31	\$ 67,342.40	\$ 69,766.72
MO4.001	\$ 64,243.19	\$ 66,555.95	\$ 68,951.96	\$ 71,434.23
	\$ 65,787.37	\$ 68,155.71	\$ 70,609.32	\$ 73,151.25
	\$ 67,370.78	\$ 69,796.13	\$ 72,308.79	\$ 74,911.90
	\$ 68,966.21	\$ 71,449.00	\$ 74,021.16	\$ 76,685.92
MO5.001	\$ 70,552.38	\$ 73,092.26	\$ 75,723.58	\$ 78,449.63
	\$ 72,141.30	\$ 74,738.39	\$ 77,428.97	\$ 80,216.41
	\$ 73,738.47	\$ 76,393.06	\$ 79,143.21	\$ 81,992.36
MO6.001	\$ 76,388.00	\$ 79,137.97	\$ 81,986.94	\$ 84,938.47
	\$ 79,037.54	\$ 81,882.90	\$ 84,830.68	\$ 87,884.58
	\$ 81,692.83	\$ 84,633.77	\$ 87,680.59	\$ 90,837.09
MO7.001	\$ 84,342.37	\$ 87,378.70	\$ 90,524.33	\$ 93,783.20
	\$ 86,998.41	\$ 90,130.35	\$ 93,375.04	\$ 96,736.55
	\$ 89,647.94	\$ 92,875.26	\$ 96,218.77	\$ 99,682.65
MO8.001	\$ 92,831.30	\$ 96,173.22	\$ 99,635.46	\$ 103,222.34
	\$ 96,013.38	\$ 99,469.86	\$ 103,050.78	\$ 106,760.61
	\$ 99,199.48	\$ 102,770.66	\$ 106,470.40	\$ 110,303.34

SCHEDULE 5 – TABLE OF SALARY RATES (SENIOR OFFICERS)

LEVEL	Current	1 January 2012	1 January 2013	1 January 2014
SO1.001	\$ 76,388.00	\$ 79,137.97	\$ 81,986.94	\$ 84,938.47
	\$ 79,037.54	\$ 81,882.90	\$ 84,830.68	\$ 87,884.58
	\$ 81,692.83	\$ 84,633.77	\$ 87,680.59	\$ 90,837.09
SO2.001	\$ 84,342.37	\$ 87,378.70	\$ 90,524.33	\$ 93,783.20
	\$ 86,998.41	\$ 90,130.35	\$ 93,375.04	\$ 96,736.55
	\$ 89,647.94	\$ 92,875.26	\$ 96,218.77	\$ 99,682.65
SO3.001	\$ 92,831.30	\$ 96,173.22	\$ 99,635.46	\$ 103,222.34
	\$ 96,013.38	\$ 99,469.86	\$ 103,050.78	\$ 106,760.61
	\$ 99,199.48	\$ 102,770.66	\$ 106,470.40	\$ 110,303.34
SO4.001	\$ 102,470.33	\$ 106,159.26	\$ 109,980.99	\$ 113,940.31
	\$ 106,608.78	\$ 110,446.70	\$ 114,422.78	\$ 118,542.00
SO5.001	\$ 111,783.34	\$ 115,807.54	\$ 119,976.62	\$ 124,295.77
	\$ 115,925.78	\$ 120,099.11	\$ 124,422.67	\$ 128,901.89
SO6.001	\$ 121,100.59	\$ 125,460.21	\$ 129,976.78	\$ 134,655.95
	\$ 125,243.28	\$ 129,752.04	\$ 134,423.12	\$ 139,262.35
SO7.001	\$ 130,417.61	\$ 135,112.65	\$ 139,976.70	\$ 145,015.86
	\$ 136,628.27	\$ 141,546.89	\$ 146,642.58	\$ 151,921.71
SO8.001	\$ 142,050.86	\$ 147,164.69	\$ 152,462.62	\$ 157,951.27
	\$ 150,167.49	\$ 155,573.52	\$ 161,174.17	\$ 166,976.44
SO9.001	\$ 162,343.56	\$ 168,187.92	\$ 174,242.69	\$ 180,515.43
SO10.001	\$ 182,638.25	\$ 189,213.23	\$ 196,024.91	\$ 203,081.80
SO11.001	\$ 206,517.34	\$ 213,951.96	\$ 221,654.24	\$ 229,633.79
SO12.001	\$ 226,811.52	\$ 234,976.74	\$ 243,435.90	\$ 252,199.59