



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

CITY OF PORT ADELAIDE ENFIELD WORKPLACE AGREEMENT NO. 4 - 2017

File No. 2854 of 2017

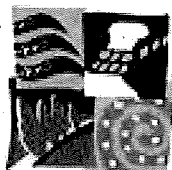
**This Agreement shall come into force on and
from 1 January 2017 and have a life extending
until 31 December 2019.**

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

DATED 27 JULY 2017.



COMMISSIONER



CITY OF
Port Adelaide Enfield

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CITY OF PORT ADELAIDE ENFIELD MUNICIPAL OFFICERS WORKPLACE AGREEMENT No. 4 – 2017



Section 1 Application, Principles and Operation of the Agreement

1. Title

This Agreement shall be known as the City of Port Adelaide Enfield Workplace Agreement No 4 - 2017.

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.
- 3.4 This Agreement shall not cover the Chief Executive Officer or Directors who are appointed to those positions after the date of certification of this Agreement. Any existing Director may, by written agreement with the Chief Executive Officer, agree not to be bound by this Agreement.

4. Duration of Agreement and 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 2017 until 31 December 2019.
- 4.2 Renegotiation for a replacement agreement will commence at least nine months before the nominal expiry of this Agreement.
- 4.3 The parties agree that once the final version of the Agreement has been received, employees will have a minimum of seven days to cast their vote.

5. Relationship to Award

- 5.1 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. Principle Guiding this Agreement

This Agreement reflects the commitment of all parties to contribute to a constructive workplace culture where individuals, teams and the organisation work together with the community to deliver Council's City Plan.

"We're building a constructive workplace culture that is supportive, takes on challenges, seizes opportunity, builds great relationships and is proud of what we deliver for our community. We love the fun stuff and we're prepared to do the

tough stuff, and you'll be right there with us! We inspire people to be creative, to grow and learn. We place no limits on what we can achieve together."

Together, we are committed to providing outstanding customer service and to achieving Council's 2030 Vision and City Plan, 2030 Vision

"A City that values its diverse community and embraces change through innovation, resilience and community leadership"

The parties agree that a commitment from *all* members of the organisation is required to achieve a constructive culture, deliver the City Plan and be a fabulous place to work.

City Plan 2030



ECONOMY *A City of opportunity*

What it looks like

- Prosperous
- Connected
- Growing

Indicator

gross regional product
proportion who feel that they can easily access information and organisations
number of local jobs



COMMUNITY *A City that supports community wellbeing*

What it looks like

- Healthy
- Inclusive
- Cohesive

Indicator

proportion who say they are healthy
proportion who feel a part of their local community
proportion who say they feel safe in their neighbourhood or community



ENVIRONMENT *A City which cares for its natural environment and heritage*

What it looks like

- Distinctive
- Adaptable
- Sustainable

Indicator

proportion who say the city's heritage is effectively managed
city adaptability score
proportion who say the city's natural environment is effectively protected



PLACE MAKING *A City where people love to be*

What it looks like

- Belonging
- Accessible
- Creative

Indicator

city net promoter score
proportion who say they can easily access places and services across the city
proportion who feel they had an opportunity to participate/experience local arts and cultural activities



LEADERSHIP *A City confident in its leaders*

What it looks like

- Strategic
- Accountable
- Engaged

Indicator

proportion who say council delivers value for the rate dollar
proportion who are satisfied with council services
proportion who say council is engaging with the people and relevant organisations and businesses

7. Definitions

For the purposes of this Agreement:

- 7.1 **Act** means the *Fair Work Act 1994 (SA)*, as amended.
- 7.2 **Agreement** means the City of Port Adelaide Enfield Workplace Agreement No 4 – 2016.
- 7.3 **Amalgamation** or **amalgamating** means a structural reform proposal to constitute a council either by joining two or more councils or abolish a council and incorporate it into two or more councils, changes to

boundaries of the council area or establishing a co-operative method for the blending or sharing of staff and resources with the joining of councils.

- 7.4 **Award** means the South Australian Municipal Salaried Officers Award.
- 7.5 **CEO** means the Chief Executive Officer of the City of Port Adelaide Enfield.
- 7.6 **Child** includes adopted, biological, ex-nuptial, step and adult children and children who are subject to a guardianship order in favour of an employee.
- 7.7 **Commission** means the South Australian Industrial Relations Commission.
- 7.8 **Community** means all residents, organisations and businesses located within the City of Port Adelaide Enfield council boundary or people who visit or use the services of Council.
- 7.9 **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.
- 7.10 **City 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 City Plan.
- 7.11 **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.
- 7.12 **Council** and **employer** mean the City of Port Adelaide Enfield.
- 7.13 **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.
- 7.14 **Department** means a specific functional area within the Council, as determined by the CEO.

- 7.15 **Employee** means an employee, staff member or officer bound by this Agreement.
- 7.16 **Employee representative** means an employee, (elected by the employees), whose role is to represent the interests of the employees in the workplace.
- 7.17 **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.
- 7.18 **Level** means the classification level to which an employee is appointed under this Agreement.
- 7.19 **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.
- 7.20 **Performance standards/performance targets** are the agreed/desired levels of performance and outputs, which are essential for achieving Council objectives.
- 7.21 **Productivity** means the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- 7.22 **Redundancy/redundancies** means where the Council has determined that a position or role is no longer required or is significantly under-utilised. This may occur because the duties of the position/role have been redistributed, there has been significant change 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.
- 7.23 **Regularly rostered over seven days (including Sundays and public holidays)** means an employee who works according to a seven day roster, which includes Saturdays, Sundays and public holidays, and who works a minimum of 40 days over Saturdays, Sundays (which can include public holidays) throughout the employee's anniversary year. Provided however that the employee is rostered to work not less than 15 (both) Saturdays and Sundays in accordance with the roster over the anniversary year. An employee who works according to a continuous

seven day roster shall be entitled to two consecutive days off according to the number of weeks within the roster cycle.

- 7.24 **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.
- 7.25 **Significant change** is a change that affects the way in which work at the Council is undertaken and can include major changes to work practices, the introduction of new technologies that significantly alter work practices, a substantial change in the outcomes delivered by the role, significant changes to Council's workforce or structure, resource sharing or joining of other organisations.
- 7.26 **Spouse** includes a former spouse, de facto spouse and former de facto spouse.
- 7.27 **Standard day** means 7.6 hours.
- 7.28 **Superannuation contributions** include the contributions which the employer is required to pay to complying 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.
- 7.29 **TOIL** is time taken at the equivalent overtime rate in lieu of payment of overtime worked.
- 7.30 **Union** means the Australian Municipal, Administrative and Clerical Services Union (SA & NT Branch).
- 7.31 **WACC** means the Agreement Consultative Committee.
- 7.32 **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).

8. **Agreement Access**

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

Section 2 – Consultation and Change

9. The Workplace Agreement Consultative Committee (WACC)

The parties agree that the consultative and collaborative structure for reviewing and monitoring the Agreement and resolving concerns and/or disputes arising from the operation of the Agreement is the WACC. The WACC will work in a spirit of mutual respect and collaboration.

9.1 The WACC will be made up of:

- 9.1.1 Up to four (4) employer representatives employed by the Council and two (2) Human Resource or administrative support staff;
- 9.1.2 Four (4) Council (employee elected) Employee Representatives employed by the Council, one being reserved for a Library representative;
- 9.1.3 A Union Workplace Representative;
- 9.1.4 A Union Official, as and when required, may also attend in an ex officio capacity.

9.2 The Employee Representatives will be elected within the first three months following the commencement of this Agreement. The appointments will apply for the life of the Agreement.

9.3 Employee Representatives will be given the opportunity to have relevant training in relation to their role and particularly to assist with their role to negotiate through enterprise bargaining. The nature and timing of the training will be agreed between the CEO and Employee Representative.

9.4 For the purposes of the renegotiation of the Agreement, the WACC will be the bargaining unit for the Agreement.

9.5 The role of the WACC will be to:

- 9.5.1 Negotiate and monitor the carrying out of the Agreement;
- 9.5.2 Reach decisions through consensus, where possible. These decisions will function as recommendations to the parties they represent;
- 9.5.3 Consider reports and ideas generated by employee and employer representatives;

- 9.5.4 Act as a forum for the discussion and recommendation of reward and recognition initiatives focus on the achievement of organisational goals;
 - 9.5.5 Input into the development and review or workforce planning initiatives;
 - 9.5.6 Collaborate on the review and clarification of the classification structures within the Agreement;
 - 9.5.7 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;
 - 9.5.8 Monitor the effect of significant legislative change;
 - 9.5.9 As part of a consultation process, review Council policies that impact or have relevance the Agreement.
- 9.6 The WACC will meet regularly (as required) and at least once every six months.

10. Workplace Representatives

The parties accept the significant role of Workplace Representatives in assisting with the resolution of disputes, negotiation, communication and promoting a spirit of cooperation between employees, management and the Union.

10.1 Workplace Representative role shall:

- 10.1.1 Be treated with respect and without discrimination by the Employer;
- 10.1.2 Conduct themselves in a way that enhances the employee relations environment within the City of Port Adelaide Enfield and furthers the objectives of this Agreement;
- 10.1.3 Be provided with appropriate resources and facilities and access to interview/meeting rooms.

10.2 Workplace Representatives shall:

- 10.2.1 Be provided with paid leave to attend educational courses, conferences or other industrial relations events relevant to the City of Port Adelaide Enfield for the purposes of acquiring knowledge and skills in grievance and dispute resolution;

- 10.2.2 have access to a maximum aggregate of five (5) days leave per representative per annum will be permitted pursuant to this clause unless otherwise agreed to by the City of Port Adelaide Enfield;
 - 10.2.3 Provide a minimum of four weeks' notice of any intended training is to be provided, where practicable, to ensure that customer service is not compromised;
 - 10.2.4 Provide their line manager with information which includes the venue, training provider, course objectives and outline and the times on which the training is to be conducted.
- 10.3 Council will allow Workplace Representatives reasonable paid time to carry out their role which may include:
- 10.3.1 Speaking to and meeting with members and management to resolve grievances and disputes about workplace and individual member issues;
 - 10.3.2 Speaking to and meeting with Union officials about any matters pertaining to the employer/employee relationship;
 - 10.3.3 Addressing new employees at induction sessions or other appropriate times about the role of the Union in promoting sound industrial relations in the workplace.

11. Change Management

The parties recognise that organisational change is an essential consequence of meeting the changing needs and expectations of the community of Port Adelaide Enfield. Council is committed to honest and open consultation with employees and their representatives. Any proposed significant change(s) would be subject to consultation with directly affected employees.

Changes should be planned and take into account all resource implications, particularly those that are related to employees. The likely consequence of organisational change should be considered and possible scenarios considered, including the financial and human costs of each. Council will act fairly and objectively with the individuals affected by change and minimise disruption, distress and costs to both employees and the organisation itself.

Employees, and/or their nominated representatives, directly affected by management's planned changes will be consulted regarding the plans and their implementation. Consultation will include both verbal and written communication. The Council shall provide in writing to the employees, the Union and their

representatives on request all relevant information concerning the proposed change, including the expected effects on employees. The input of employees and that of their representatives through consultation will be genuinely considered before finalising plans and implementation.

12. Redundancy

In the event of redundancies occurring as the result of organisational change, the following arrangement(s) shall apply in respect to the employment security of all Council's permanent employees:

- 12.1 Council is committed to 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.
- 12.2 A position may become "redundant" where one or more of the following occurs:
 - 12.2.1 Discontinued functions, operations or activities or services carried out by the Council;
 - 12.2.2 Amalgamation of functions, operations or activities;
 - 12.2.3 There are more employees than is necessary for the efficient and economical working of the Department or work area;
 - 12.2.4 Structural change, including but not limited to technological change, workplace change and/or restructuring;
 - 12.2.6 The contracting out of work previously performed by Council.
- 12.3 Redeployment principles will apply to an employee in a position that has been deemed to be redundant. An employee in a redundant position:
 - 12.4.1 Will be assisted sensitively and consistent with the requirements of merit and equity. Every effort must be made to place the employee into a position suitable to the employee's existing skills, experience and substantive salary level whilst also meeting the needs of Council;
 - 12.4.2 Will for their part make all reasonable efforts to participate in processes such as assessment and retraining to maximise their redeployment opportunities;
 - 12.4.3 Has a responsibility concurrent with Council's responsibility to attempt to redeploy and retrain, to seek alternative employment

within the Council and if desired by the employee, external to the Council;

- 12.4.4 Will have their personal circumstances considered and as such, the redeployment is not to disadvantage the employee unduly; however disadvantage will also have regard to the overall employment environment before and after the redeployment.
- 12.5 A decision about the suitability of a position for an employee whose position is deemed redundant is to be made having regard to, and attempting to match as far as practicable, matters including, but not restricted to the quantum of hours work and rates of pay. The skills, knowledge and experience will also be taken into consideration, including the ability to retrain and obtain relevant skills within 12 months. A suitable alternative position may include a position at a one classification level below the employee's previously held substantive position.
- 12.6 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.
- 12.7 Subject to 12.6, 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.
- 12.8 When a suitable alternative position is available the affected employee will be offered the position in preference to other employees. All vacancies must be considered for suitability before the vacancy is advertised internally or externally to determine whether the skills of the employee match (including with reasonable retraining) the required skills of the vacancy.
- 12.8 Where an employee is redeployed, the position will not be confirmed as the employee's substantive position until twelve (12) months have expired. After this time the position becomes their new substantive position and the employee will no longer be deemed to be a redeployee.
- 12.9 An employee who has been placed into a redeployment position will have the opportunity for up to four (4) weeks' since the beginning of the redeployment to request access to voluntary redundancy arrangements outlined in Clause 13 at their pre-redeployment remuneration level.

13. **Voluntary Separation Packages (VSPs)**

- 13.1 A permanent Employee whose position has become redundant may request to access a VSP, the provision of which will be by the approval of the CEO.
- 13.2 Where a permanent employee accesses a VSP, it shall be paid in accordance with this clause. The VSPs will consist of the following separate components:
- 13.2.1 Equivalent of three months remuneration;
 - 13.2.2 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 the equivalent of two years remuneration;
 - 13.2.3 If requested, the provision of outplacement support to a total the equivalent of 10% of annual remuneration, to assist the employee to find alternative employment;
 - 13.2.4 Pro-rata long service leave will be paid regardless of whether or not seven years of service has been attained.
- 13.3 The 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:
- 13.3.1 The employee formally resigning from all positions in which the employee is employed by the Council;
 - 13.3.2 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;
 - 13.3.3 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);
 - 13.3.4 The employee not having any outstanding claim for income maintenance pursuant to the *Return to Work Act 2014* (SA).

- 13.4 A termination date will be mutually negotiated by the CEO and the employee taking a separation package.
- 13.5 The employee has the right to withdraw from accessing the VSP at any time prior to the resignation date. Under these circumstances they will be maintained in the redeployment placement as per Clause 12.
- 13.6 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.
- 13.7 With the exception of positions that are discontinued and, as such, declared redundant within the parameters of Clause 12, other separation 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.

14. Amalgamations

- 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 and consulted of the nature of the changes being considered at the earliest opportunity.
- 14.2 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.
- 14.3 Where a business is transmitted from one employer to another the period of continuous service that the employee had with the prior employer is deemed to be service with the new employer 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

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.

- 15.1 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 *Work Health and Safety Act 2012* (SA).

- 15.2 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.
- 15.3 **Stage One** - The employee(s) and/or their representative will contact the relevant line manager and attempt to settle the issue at that level.
- 15.4 **Stage Two** - If the issue is not settled at Stage One, the employee(s) and their representatives will meet with the relevant line manager and the Human Resource Manager (or other officer designated by the CEO) and, if necessary, the relevant Director to try to resolve the grievance.
- 15.5 **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 (or other officer designated by the CEO).
- 15.6 **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. 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.

Section3: Work Life Flexibility

16. Work Life Blending

Council recognises that work is a significant part of people's lives rather than a separate part. Enabling people to integrate other aspects of their life in a way that enables them to find a balance between their work and personal life can enhance physical and psychological well-being of individuals and the culture and productivity of Council. A work life blending model sees life and work as consistent and symbiotic, with work viewed as a genuine part of life.

17 Working Hours

The employer and employees agree that working hours should reflect the need to provide accessibility, responsiveness and flexibility in the delivery of services. Working hours for employees will therefore need to be structured on a flexible basis in accordance with the following guidelines:-

- 17.1 Standard working hours for each week will be 38 hours per week or 152 hours worked over a four (4) week cycle.
- 17.2 Council's ordinary hours will be from 7:00am to 6:30pm over five (5) days per week, Monday to Friday inclusive. No penalty payments will be made for work undertaken within this span of hours except where an Employee is required to work in excess of 10 hours a day.
- 17.3 Normal hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply by mutual agreement.
- 17.4 Penalty rates in clause 20 will only apply under the following conditions:
 - 17.4.1 Where the work is outside the span of working hours (Monday to Friday); or
 - 17.4.2 For any hours in excess of 10 per day worked at the request of management for full time employees
 - 17.4.3 For any hours in excess of 8 per day worked at the request of management for part time employees
- 17.5 Weekends and public holiday loadings will be paid in accordance with the provisions contained within the Award.
- 17.6 Where Employees under this Agreement are required to supervise other Employees who are covered under a separate Workplace Agreement which allows for a nine (9) day fortnight, those supervising Employees may arrange their work over nine (9) days per fortnight in accordance with the above guidelines.

- 17.7 Employees may not work more than five (5) hours without an unpaid meal break of no less than 30 minutes. That meal break does not form part of the Employee's ordinary hours of work.

18. Work Roster Cycles

- 18.1 Nineteen (19) Day Cycle – available to full-time staff (except employees on a salary package, Depot-based staff, including Field Team Leaders). Employees must work 7.6 ordinary hours, plus an additional 0.4 hours, per day over 19 working days to accrue time toward a Roster Day Off (RDO).
- 18.2 Nine (9) Day Fortnight – available only to depot-based staff and Field Team Leaders. Employees 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.
- 18.3 Accrued Time - 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.
- 18.4 Accruals During Absences – if during any a roster cycle, 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.
- 18.5 Taking an RDO – employees should generally use their RDO within the 4-week period from when it is accrued. When a RDO cannot be taken within this period, the Employee will negotiate with their line manager for the RDO to be taken at an agreed mutually convenient time.
- 18.6 Maximum RDO Accruals –a maximum of three RDOs (or 22.8 hours) can be accumulated, to be taken at a mutually convenient time, unless otherwise agreed to by the line manager.

19 Work Outside Ordinary Times

Council needs to provide our community with a range of services at weekends and out of normal hours on weekdays. Employees in these areas may be required to work part of their ordinary hours outside of ordinary hours Clause 17.2.

- 19.1 Before 7:00am and after 6:30pm – a penalty rate of 15% on ordinary time will be applicable.

- 19.2 Saturday and Sundays – a penalty rate of 50% on ordinary time will be applicable.
- 19.3 Exceptions – exceptions to the penalty rates may apply in the following circumstances;
 - 19.3.1 Negotiated agreement between the employee and their managers for another similar benefit, such as time in lieu of overtime (TOIL);
 - 19.3.2 Employees with agreed salary packages that take into account work outside of ordinary hours;
 - 19.3.3 Employees working under conditions of a Local Area Work Agreement under this Agreement;
 - 19.3.4 Those employees who, by mutual agreement, work their ordinary hours between the hours of 6am and 9.30pm based on the Council's needs.
- 19.4 Council 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.

20 Overtime Penalties

- 20.1 Subject to the negotiated agreed flexibilities, all overtime performed:
 - 20.1.1 Will only be undertaken with the approval of the employee's Line Manager;
 - 20.1.2 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;
 - 20.1.3 On a Saturday before noon will be paid at the rate of 150% for the first three hours and after that 200%;
 - 20.1.4 Worked on a Sunday or on Saturday afternoon will be paid at 200%;
 - 20.1.5 Worked on gazetted public holidays 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 overtime rate.

- 20.2 If the employee's next rostered starting time is less than a full 10 hour from finishing overtime, then subject to the agreement of the employee's manager, the employee may start work at such a later time as is necessary to ensure that he or she receives a break of at least ten hours without loss of pay. The employer must pay the employee 200% for all work performed until the employee has received a break of at least 10 hours.
- 20.3 An employee who has an employment package in line with Clause 19.4 is not entitled to be paid overtime.
- 20.4 Local Area Work Agreements made in line with this Agreement vary the conditions set out under this Clause.

21 Time Off in Lieu of Overtime (TOIL)

Time off in lieu (TOIL) of payment for overtime at the appropriate penalty rates may be taken instead of overtime being paid in line with clause 20. The choice of taking either payment or TOIL will be mutually agreed between the employee and their line manager prior to the additional hours being worked.

- 21.1 TOIL between the employee and their line manager, at a time convenient to both, time off may be taken in lieu of overtime payment as follows
 - 21.1.1 Time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
 - 21.1.2 Time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate;
 - 21.1.3 TOIL may be taken in single hours, single days or groups of days up to five.

22 Working from Home

Council is committed to developing a workplace that reflects drivers in contemporary work environments by providing flexibilities to staff to achieve an appropriate work/life blending and enable the continuation of a high level of customer service. Opportunities to work from home on an ad hoc or short term basis (unless otherwise agreed) will support a constructive workplace culture and will sustain a capable and productive workforce that can continue to deliver the services that will improve the quality of life for our community. Further, the

opportunity to work from home can contribute to effective work outcomes where the employee can focus on the completion of specific projects or tasks.

22.1 The Council recognises the need to provide flexibility and the benefits that working from home arrangements for a short period of time can offer. It is important that these requirements do not impact on the performance of the agreed duties and that a working from home arrangement is agreed and documented.

22.2 These arrangements are in accordance with the Work from Home Policy and this Agreement. All work from home arrangements will be by mutual agreement between the employee and their line manager. Final approval will be from the relevant Director in accordance with the Work from Home policy and subject to meeting WHS requirements.

22.3 The operation of the Work from Home policy will be reviewed by the WACC within 12 months of the certification of this agreement.

22.4 The Work from Home Policy does not form part of this Agreement.

23 Job Share and Reduction of Working Hours

23.1 An employee may request to their Director for a decrease in working hours or entering into a job share arrangement.

23.2 The Director will consider a request for a decrease in working hours or job sharing arrangement giving attention to operational requirements. If the Director approves a reduced hours or job sharing it will then become the subject of a written agreement.

24 Retirement Support

Council values the contribution of older employees, their knowledge and their experience. Council recognises that the transition from work to retirement can be very challenging and the value in providing employees with a supported transition to retirement. Council recognises the importance of planning for retirement to support and enable employees to make an informed transition into retirement, while also assisting Council to undertake workforce planning. Council is committed to support employees considering retirement including through the provision of educational and planning seminars, and the opportunity to enter into a pre-retirement contract,

24.1 The education and support for retirement will be as per Council's Health and Wellbeing Program –Transition to Retirement

24.2 An employee may request a pre-retirement contract as per Council's Pre-retirement Contract policy

- 24.3 The operation of the Health and Wellbeing Program – Transition to Retirement policy will be reviewed and monitored by the WHS Steering Committee and does not form part of this Agreement.
- 24.4 The operation of the Pre-retirement Contract policy will be reviewed by the WACC within 12 months of the certification of this agreement.
- 24.5 The Pre-retirement Contract policy does not form part of this Agreement.

Section 4: Leave

25. Leave Benefits

Council recognises that it is important for its employees to balance their work and personal commitments. This is critical to their physical and psychological wellbeing and as such employees are expected to use their annual leave. These are essential components in supporting a constructive culture within Council and as such, Council will support employees with the opportunity to access leave and other benefits

26 Annual Leave

- 26.1 All employees, other than casual 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).
- 26.2 Employees are entitled to 152 hours of annual leave per year of continuous service, which will accrue on a fortnightly basis.
- 26.3 Employees who are regularly rostered over seven days, including Sundays and public holidays will be given an additional 38 hours of annual leave.
- 26.4 Subject to the Act, annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 26.5 Annual leave can be taken in single days (7.6 hours) or half days (3.8 hours), depending on operational requirements.
- 26.6 Subject to operational requirements, an employee can request annual leave to be taken at double the length of time at half the pay rate.
- 26.7 Employees can accumulate and carry forward any amount of annual leave for a maximum of 304 hours.
- 26.8 Leave 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. Annual leave loading will be calculated and paid in November each year. Employees who are regularly rostered over seven days, including Sundays and public holidays, will have all annual leave loading calculated at the rate 20%.
- 26.9 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).

- 26.10 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).
- 26.11 When an employee falls sick, is injured or has carer's responsibilities that would have prevented 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.
- 26.12 When an employee experiences a bereavement of an immediate family member or household member as defined in clause 7.16 while on annual leave, the employee will be entitled to access bereavement leave as per clause 28 and have up to two (2) days annual leave reimbursed by the Council.
- 26.13 Council is committed to enabling employees to take their annual leave as a critical component for their wellbeing. As such, employees cannot cash out all or portions of their accrued annual leave. If there are exceptional circumstances, an employee can submit a written request to the CEO seeking approval to cash out a proportion of their annual leave.

27 Long Service Leave

- 27.1 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 (and on a pro rata basis for part-time employees). 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. Long service leave is exclusive of public holidays and weekends.
- 27.2 In addition to the provisions of the *Long Service Leave Act 1987* (SA), the following conditions apply:
 - 27.2.1 Applications for long service leave will be mutually agreed between the employee and their line manager, giving consideration to the operational requirements of the Council;
 - 27.2.2 Employees can request long service leave to be taken at double the length of time at half the pay rate or half the time at double the pay rate;
 - 27.2.3 Upon request to their Director, an employee may be granted pro-rata long service leave after seven years of continuous service;

- 27.2.4 In lieu of taking of leave and with the approval of their Director taking into account the wellbeing of the employee, payment may be made to the employee for the dollar value of part or total of the long service leave accrued;
- 27.2.5 The minimum amount of long service leave which can be taken will be in single days.

28 Bereavement Leave

- 28.1 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.
- 28.2 An employee may be asked to provide evidence, as required to Council's satisfaction.
- 28.3 An employee may take unpaid bereavement leave or access their personal leave entitlements by agreement with the Council in respect of additional leave beyond that covered under Clause 28.1 above. The line manager will take such a request into consideration.

29 Paid Personal Leave

An employee, other than a casual employee, is entitled to Paid Personal Leave for any genuine purpose relating to his/her sickness, ill-health, domestic caring responsibilities, the serious illness or death of someone close to the employee or for any other reason of a genuine personal nature. The intention of this leave is to allow for leave when personal circumstances arise that are of an urgent nature. Leave for the purpose of this clause operates entirely on the basis of trust and the employee's genuine assessment of the need to take that leave.

- 29.1 Employees are entitled to 76 hours of paid personal leave for each year of continuous service, which will accrue on a fortnightly basis. Paid personal leave will accrue on a pro rata basis for part-time employees. Personal leave is cumulative.
- 29.2 Subject to Clause 30 Preserved Personal Leave is not restricted in terms of the number of days that can be taken (within the accrued entitlements held by the employee at any given time) and will be subject to Clause 29.4 automatically authorised by Council.
- 29.3 To access Paid Personal Leave, an employee must make a genuine endeavour to advise his/her line manager prior to the commencement of his/her start time. If this is not possible the employee must make every reasonable endeavour to notify their line manager as soon as practicable in the given circumstances.

- 29.4 The flexibilities contained within Paid Personal Leave are premised on Council as an employer, showing trust in its employees to utilise their Paid Personal Leave for genuine purposes, and employees respecting the trust shown in them. Where that reciprocal trust has been broken and employee's access to Paid Personal Leave may be withheld in the following circumstances:
- 29.4.1 Where the employee on more than one (1) occasion fails to notify Council with no valid reason of their need to take leave in accordance with Clause 29.3 above; or
 - 29.4.2 Where an employee, following counselling or a warning about their behaviour or conduct, engages in conduct or behaviour that is inconsistent with Council's values; or
 - 29.4.3. For any valid and good reason that the Council may have.
- 29.5 Where Council wishes to implement this restriction, it must provide the employee an opportunity to respond to the proposed course of action before a final decision is made. Council's decision will then be final, and may only then be reversed at Council's discretion having regard to the employee's ongoing behaviour, conduct and approach to his/her personal leave.
- 29.6 An employee whose access to Paid Personal Leave is restricted is required to produce a medical certificate for any absence taken. An employee will not be required to produce a medical certificate for such absence where the circumstances would make it unreasonable for the employee to do so. In this case the employee may be required to provide Council with a Statutory Declaration or any other form of reasonable evidence to the satisfaction of Council that substantiates the reason for the absence.
- 29.7 Failure to provide a medical certificate, Statutory Declaration or other form of reasonable evidence to the satisfaction of Council may result in non-payment of leave. In such cases the time away from work will be regarded as an unauthorised absence.
- 29.8 Where personal and genuine needs exceed an employee's accrued entitlements, unpaid personal leave may be requested with approval at the discretion of their line manager.
- 29.9 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.

30 Preserved Personal Leave

- 30.1 From the commencement of the City of Port Adelaide Enfield Municipal Officers Workplace Agreement No 2 – 2012, a productivity incentive payment provided on termination of employment of 50% of the accrued entitlement to personal leave (as at the date of certification of the City of Port Adelaide Enfield Municipal Officers Workplace Agreement No 2 - 2012) will be preserved 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.
- 30.2 Payment of the preserved personal leave on termination of employment shall be made based on the employee's salary as at the rate applicable at 31 December 2013.
- 30.3 Employees will cease to accrue further personal leave toward the productivity incentive payment as that date and any employees engaged on or after the date of certification of the City of Port Adelaide Enfield Municipal Officers Workplace Agreement No 2 – 2012 not be eligible for the productivity incentive payment.
- 30.4 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.
- 30.5 Personal leave debits will, in the first instance, be made from accruals occurring after the date of certification of the City of Port Adelaide Enfield Municipal Officers Workplace Agreement No 2 – 2012. Where such accrual is insufficient to cover the employee's period of absence, the debit shall be made against the preserved accrual entitlement.
- 30.6 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.

31. Purchased Leave

- 31.1 Employees who are seeking additional leave may apply for a purchased leave arrangement, where their fortnightly salary will be reduced in accordance with the amount of leave requested.
- 31.2 An employee, other than a casual employee, may purchase up to two (2) 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.
- 31.3 An employee can make a purchased leave request, in writing to their line manager during the month of May of the preceding financial year in which the leave is to be purchased. In considering approval of the request, the line manager will take into consideration the operational needs and work requirements of the Council.
- 31.4 An employee's annual salary will be determined on a pro rata basis in accordance with the number of weeks worked. The employee's pro rata annual salary (based on the averaged hours) will be averaged out over the entire calendar year so that the employee receives the same payment each pay regardless of whether he/she worked. Purchased leave will count as service of purposes defined in the Award, Agreement or Long Service Leave Act 1987 (SA).
- 31.5 An employee with an annual leave balance in excess of 228 hours (six weeks) as at 1st May will not be eligible to apply for purchased leave for the following financial year unless otherwise agreed to with their Director.
- 31.6 Any outstanding purchased leave balances as of 30 June will be reimbursed to the employee.
- 31.7 Where purchased leave has been taken and the employee subsequently leaves or is discharged from Council before completing the required amount of service to account for the leave taken, Council will deduct the amount owing from any termination payments due to the employee.

32. Leave Without Payment

- 32.1 An employee may apply to their line manager for a period of leave without pay if the employee has exhausted all accrued leave entitlements. Considering operational requirements, a line manager will

not reasonably refuse a request for leave without payment where a satisfactory reason for the leave has been provided.

- 32.2 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.

33. Jury Service

- 33.1 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:
- 33.1.1 Notifies the Council as soon as possible of the date(s) involved in jury service;
 - 33.1.2 Gives proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of their attendance;
 - 33.1.3 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;
 - 33.1.4 As far as practicable, return to work if the jury attendance finishes before the end of the normal day's work.
- 33.2 Jury service will count as service for all purposes of the Agreement.

34. Family Violence Leave

Council rejects all forms of violence but especially domestic/family violence against women and children. As an Employer, Council is committed to being an organisation that respects women and creates a workplace where every woman is safe and free from all forms of abuse. Through education, awareness raising, preventative programs and partnerships, Council will make a clear stand on stopping violence against all women. Council is committed to providing support to employees who may be the victim of domestic violence.

- 34.1 An employee, except for casual employees, shall have access to two (2) days per annum paid leave, in addition to other forms of leave under this Agreement for the purposes of remedying activities associated with domestic, family and sexual violence. Remedies may include:
- 34.1.1 Seeking safe accommodation;
 - 34.1.2 Attending medical appointments;

- 34.1.3 Attending counselling appointments;
 - 34.1.4 Attending court hearings;
 - 34.1.5 Accessing legal advice;
 - 34.1.6 Organising alternative care or education arrangements for children.
- 34.2 Domestic violence leave may be extended by agreement on a case by case basis depending on the circumstances.
- 34.3 This leave does not accrue from year to year and at the end of each year the 2 days shall be extinguished.
- 34.4 The employee will be asked to produce reasonable evidence that the leave was used for the purpose of the remedying activities.
- 34.5 Leave additional to these 2 days for the purposes of remedying activities may come from personal leave in the first instance, and then from paid annual leave thereafter.
- 34.6 Casual staff can access unpaid leave for this purpose.

35. Professional Development

Council aims to be a learning driven organisation with a highly skilled workforce that will enable it to deliver on community expectations and Council objectives. As such, Council supports employees to develop their skills and knowledge through continuous learning and development in support of personal and organisational goals. Council's commitment to the professional development of employees is through the Continuous Education policy and through the provision of professional development leave

35.1 Continuous Education Policy

- 35.1.1 The Council recognises that supporting opportunities for staff to continue their education will improve their work capacity, competency and ultimately benefit our community.
- 35.1.2 The terms and conditions for staff to access support for their ongoing education are outlined in Council's Continuous Education policy.
- 35.1.3 The operation of the Continuous Education policy will be reviewed by the WACC within 12 months of the certification of this agreement.

35.1.4 The Continuous Education Policy does not form part of this Agreement.

35.2 Professional Development Leave

- 35.2.1 Employees may request leave without pay to undertake a course of study or to take up professional development placement subject to the employee having five (5) years continuous service at the time of commencing the leave, unless otherwise agreed.
- 35.2.2 Written applications will be made to an employee's line manager and will be considered on its merits, taking into account operational arrangements and practicalities, and the demonstrated benefits to the Council.
- 35.2.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in the Agreement.
- 35.2.4 An employee on professional development leave is entitled to return to the position they held immediately before proceeding on that leave.

Section 5: Supporting Parents

It is an exciting and challenging time for staff members when they become parents. Caring for young children is rewarding, however it does place additional demands on their time and resources. Council recognises that it has a role to play in supporting our employees in their parenting role. Recognising that care giving and parenting is not a gender specific role Council wherever possible will endeavour to provide support to all parents or guardians equitably.

36. Parenting Leave for a Primary Care Giver

An employee who is the primary care giver of a child (a mother, father, partner, grandparent, adopting parent, long term foster carer or guardian of a child under the age of 5 years), where they are responsible for providing the child's primary care and where the child did not previously live with the employee for a period of six months or more before the day of placement.

- 36.1 Parenting leave is available to only one primary care giver at a time, except for periods of simultaneous leave outline in Clause 36.5.1.
- 36.2 Notice to Council should be provided in writing at least 10 weeks prior to the expected date of commencing Parenting Leave, including the expected duration of the Parenting Leave to be taken.
- 36.3 Council require a certificate from a registered medical practitioner, stating the expected date of confinement or a statutory declaration with an expected date of guardianship. Council may require an employee to provide appropriate evidence of guardianship of a child.
- 36.4 Those undertaking parenting leave are entitled to the following conditions:
 - 36.4.1 12 months' leave, including a combination of both paid and unpaid leave, with the right to extend for a further 12 months, up to a maximum period of 2 years;
 - 36.4.2 Any public or other statutory holiday that falls within the period of parental leave will be counted as a day of parental leave;
 - 36.4.3 Absence on paid parental leave will count as service, for personal leave, annual leave and long service leave;
 - 36.4.4 Part-time employment will be in line with the provisions of this Agreement which will also apply to pro-rata entitlements;
 - 36.4.5 In addition, a pregnant employee can access maternity leave as per Clause 37.

- 36.5 Employees eligible for parenting leave may request to:
 - 36.5.1 Extend the period of simultaneous (both parents) unpaid parenting leave;
 - 36.5.2 Return from parenting leave on a part-time basis or in a job share arrangement, to assist the employee settle into work and parental responsibilities.
- 36.6 A temporary replacement employee may be specifically engaged or temporarily promoted or transferred, as a result of another employee going on parenting leave.
- 36.7 Employer Paid Parental Leave
 - 36.7.1 Council will pay a 'top up' payment which will be calculated as the difference between the amount of the Federal Government's Parental Leave Payment (irrespective of whether the employee is eligible or has applied for the Federal Government's Parental Leave Payment) and the employee's ordinary weekly rate of pay for the period stipulated for payment under the *Paid Parental Leave Act 2010* (Cth) as amended from time to time;
 - 36.7.2 In the event that the Federal Government Changes the Paid Parental Leave Act 2010, the parties to this agreement agree to consult with one another regarding the changes;
 - 36.7.3 In the event that the Federal Government reduces the Paid Parental Leave allowance, Council commits to continuing to pay the 'top up' payment, being calculated on the current salary of the employee less the current National minimum wage as prescribed by the Government for an 18-week period;
 - 36.7.4 To access the Employer Paid Parental Leave an employee must provide Council a certificate from a qualified medical practitioner stating the expected date of birth of the employee's child or letter from an adoption authority of a pending adoption, or foster care arrangement;
 - 36.7.5 Where a female employee suffers the termination of her pregnancy and is not in receipt of any other paid leave entitlement, Council will pay the Employer Paid Parental Leave for up to a four (4) week period.

37 Maternity Leave

- 37.1 A female employee wishing to access maternity leave should provide:

- 37.1.1 Notice to Council at least 10 weeks' before the expected date of starting maternity leave;
 - 37.1.2 A certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - 37.1.3 Written notification of the date on which she proposes to start maternity leave, and the amount of leave to be taken;
 - 37.1.4 A statutory declaration stating particulars of any parental leave sought or taken by her spouse.
- 37.2 A female employee may begin maternity leave at any time within six weeks immediately before the expected date of the birth unless there is medical advice that maternity leave should commence sooner.
- 37.3 The primary concern of Council is the safety and wellbeing of both the female employee and her unborn child. When a female employee elects to continue work within the six week period immediately before the expected date of birth, or return to work within six weeks after the birth of the child, Council may require the employee to provide written medical advice confirming her capacity to safely return to her normal duties.
- 37.4 If there is an unplanned termination of a pregnancy the employee may in addition to her personal needs leave, take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary.
- 37.5 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.
- 37.6 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.
- 38. Employer Paid Partner's Leave (non- primary care giver)**
- 38.1 An employee with a minimum of one (1) year of continuous service with Council of who produces a certificate of a qualified medical practitioner stating that their partner is pregnant and specifying the expected delivery

date shall be granted Paid Partner's leave on full pay (excluding overtime, allowances or penalties) for a period of two (2) weeks.

- 38.2 Employer Paid Partner's leave must be taken in one consecutive block within six (6) months of the birth or adoption of the child. Any Public Holiday or other statutory holiday which may fall within the period of two (2) weeks Paid Partner's leave shall be counted as a day of such Paid Partner's leave.
- 38.3 Entitlement and conditions of the Employer's Paid Partner's Leave as outlined in this clause are accessible to an employee who is adopting a child, applicable from the date of the child's placement.
- 38.4 Where the pregnancy of the partner of the employee terminates (i.e. where the unborn child does not survive or is stillborn) earlier than 36 weeks prior to the expected date of delivery, the entitlement to any leave under this clause shall cease.
- 38.5 Any period of Paid Partner's leave as provided by this clause shall count as service for sick leave, annual leave and long service leave purposes and will also count as service for the purposes of incremental progression within the employee's classification level.

39. Returning to Work after Parental Leave

- 39.1 An employee should notify Council at least seven weeks before the end of the leave of their intention to return to work after parental leave.
- 39.2 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 Clauses 37.5 and 37.6, the employee will be entitled to return to the position they held before the transfer.
- 39.3 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.
- 39.4 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 an appropriate placement at their substantive classification level.
- 39.5 The Council will not fail to re-engage a casual employee because:
 - 39.5.1 The employee or employee's spouse is pregnant;

- 39.5.2 The employee is presently or has just been absent on parental leave;

40. Part-time Work

40.1 With the Agreement of the Employer:

- 40.1.1 A male employee, who has primary responsibility for the care of a child, may make application to work part-time in one or more periods any time from the date of birth of the child until the child reaches school age;
- 40.1.2 A female employee, who has primary responsibility for the care of a child, may make application to work part-time in one or more periods at any time from the seventh week after she has given birth until the child reaches school age;
- 40.1.3 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;
- 40.1.4 An employee who has primary responsibility for the care of the adopted child, a long term fostered child or is a Grandparent who is guardian of a child, may make application to 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 or until the child is of school age, whichever is the latter.

40.2 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.

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

41. Return to Former Position

- 41.1 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.
- 41.2 Council will permit an employee to return to their former position after a second or following period of part-time employment.

42. Transitioning to Part-time Work

- 42.1 Staff transitioning from either full-time to part-time work or from part-time to full-time work will be able to access any accrued leave entitlements as per clause 26.

- 42.2 A part-time employee working under this sub-clause will be able to access sick leave entitlements accumulated in regard to previous full-time employment. When this entitlement is used, it will be debited for the ordinary hours that the employee would have worked during their absence.

43. Part-time Agreement

Before starting part-time work under this sub-clause, the employee and the Council will negotiate an agreed set of terms between the parties. Terms would include the days and hours to be worked, classification and proposed duration of the part-time employment. The terms of the Agreement may be varied by consent of both parties.

44. Termination of Employment

- 44.1 The employment of a part-time employee under this sub-clause may be terminated in line with this Agreement.

- 44.2 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.

45. Communication during Parental Leave

- 45.1 Council will take steps to ensure that an employee on parental leave will be informed if a definite decision has been made to introduce significant change. Council will discuss with an employee any major effect the change will have on the status or responsibility level of the position they held before starting parental leave.

- 45.2 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, their intention to return to work and whether they intend asking to return to work on a part-time basis. 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 45.1.

46 Pre-natal Leave

- 46.1 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.

- 46.2 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.
- 46.3 The relevant work team will be flexible enough to allow such employees to ability to leave work and return on the same day.

Section 6 – Employment Relationships

47. Work Location

- 47.1 Employees may be required to work from or move to any Council work site within the Council area, depending on operational requirements. Prior to any decision, Council will engage with any employee affected and consider the impact upon them and their capacity to work at the proposed location.
- 47.2 Council will communicate proposed changes with the WACC where more than one employee may be impacted.
- 47.3 Council will endeavour to negotiate agreement with an employee in these instances. Employees can seek assistance from union or staff representatives.

48. Graduate Progression

The Council is committed to the continued support of graduates however recognises that with positions requiring a degree qualification experience has a significant impact on their effectiveness and productivity in that role. As such Council will identify positions that required a degree qualification as 'Graduate Positions'.

- 48.1 A Graduate Position will be identified as such for recruitment. All Graduate Positions will commence at first step of Municipal Officers classification level three (3). Progression through classification steps and levels will proceed over a four (4) year period as follows:
 - 48.1.1 Commence at first step of classification three (3);
 - 48.1.2 After 1 year of satisfactory work performance from commencement, the graduate will progress to the fourth step of the Municipal Officers classification level three (3);
 - 48.1.3 After 2 years of satisfactory work performance from commencement, the graduate will move to the first step of the Municipal Officers classification level four (4);
 - 48.1.4 After 3 years of satisfactory work performance the graduate will move to first step of the Municipal Officers classification level five (5);
 - 48.1.5 After 4 years of satisfactory work performance from commencement, the graduate will move to the third step of the Municipal Officers classification level five (5).

- 48.2 Council will recognise the time of a new employee who has been in a graduate program in the same field with another local government authority.

49 Probation

Ensuring that new employees are effectively introduced and integrated into Council is critical to the capacity and productivity of Council and to the long term effectiveness and retention of employees. Council will endeavour to support new employees during their probation period and provide support and opportunities to foster the development of employment relationships to the benefit of all parties.

- 49.1 All employees will be on probation for a term of six months from their initial engagement with the Council.
- 49.2 During probation Council will expect a new employee to develop the appropriate work performance expected of the role and demonstrate values and behaviours aligned to Council's constructive culture.
- 49.3 Assessment of a new employee's progress during probation will be based on regular meetings and feedback. If an employee on probation is deemed to not be meeting the requirements of the role, they will be informed and enter into ongoing discussions with their line manager. An employee in these circumstances will receive reasonable counselling, support and training to improve their work performance.
- 49.4 Where a new employee is not meeting the expectations of the role the line managers will undertake a process noted discussion before a decision is made in respect of termination of their employment during the probation period. Line managers should seek assistance from Human Resources in these instances.
- 49.4 The employment of a probationary employee may be terminated by either party during the probation period by providing one week's notice.

50. Casual Employment

- 50.1 When an employee may be engaged as a casual on an hourly contract of employment. Such employees are also entitled to be paid a loading of 25%, in addition to their ordinary time hourly rate set out in the Agreement.
- 50.2 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 17.1 of this Agreement. Overtime and penalty rates for

casual employees shall be applied to the hourly rate which includes the 25% loading.

51. Part-time Employment

- 51.1 Any employee employed on less than full-time hours is a part-time employee.
- 51.2 Part-time employees will progress yearly through the incremental steps of the classification levels, following their appointment 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.
- 51.3 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 (8) hours per day or 38 hours per week, as directed by the Council, will be paid at the appropriate overtime rate of pay.
- 51.4 An employee may work up to 10 ordinary hours per day if agreed by that employee and the Council, provided that where a part-time employee agrees with Council to increase the ordinary hours of work any penalty rates prescribed (for work in ordinary time) pursuant to Clause 19 of this Agreement will be applicable.

52. Job Share Arrangements/Reduction of Working Hours

An employee may request to their line manager for a reduction of their working hours or entering into a job share arrangement. Council will support employees in their endeavours to attain a satisfactory work life balance in line with the Work Life Flexibility objectives outlined in Section 3. Requests will be reasonably considered in line with operational requirements and the demands on Council to maintain services to our community.

53. Fixed Term Contracts

- 53.1 Council is committed to maximising permanent employment and where possible will not use fixed term contracts where the work performed is of an ongoing nature.
- 53.2 Council may engage an employee on a fixed term contract of employment where the employee agrees.
- 53.3 The term of any fixed term contract shall be for no less than three (3) months and no greater than five (5) years duration.

- 53.4 An employee may terminate a fixed term contract prior to the end of the fixed term by giving the Council a minimum of four (4) weeks' notice.
- 53.5 The Council may terminate a fixed term contract prior to the end of the fixed term by giving the employee the period of notice of termination or payment in lieu as set out at Clause 56 of this Agreement.
- 53.6 For contracts with a duration of two (2) years or greater, Council shall give the employee three (3) months' notice of its intention not to renew the contract.
- 53.7 Where Council or an external funding body resolves to continue a project or program or funding for current projects or programs, then employees on fixed term contracts involved in those project or programs can:
 - 53.7.1 If continuation commences within 3 months of the end of the previous fixed term contracts, be re-appointment to the same position without needing to re-apply for those positions; or
 - 53.7.2 If continuation commences after 3 months from the end of the previous fixed term contract, apply for the position via the selection and recruitment process with the same rights as internal employees for up to 12 months from the end of their fixed term contract.
- 53.8 Where an existing Council employee successfully applies for a fixed-term **position** they can return to their substantive position at the end of that fixed-term only in circumstances where this is stated and agreed to by both parties
- 53.9 Council may, by agreement with an existing employee, engage that employee on a fixed-term **contract**. 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.
- 53.10 For the avoidance of doubt, employees engaged on fixed term contracts pursuant to this clause are not entitled to the benefits of Clauses 12 and 13 of this Agreement, or clause 3.2.5 in the Award as in place from time to time.

54. Performance Development Review (PDR)

- 54.1 Supporting the performance and development of all of our staff is of critical importance to Council to enable it to meet current service demands, build the capacity to deliver on the goals of the City Plan 2030

and help staff identify and achieve career objectives. The PDR process provides a framework in which staff members and their line managers have the opportunity to discuss their work and career goals, development opportunities and work performance. All employees will undergo performance development review in accordance with the Performance Development Review policy.

- 54.2 The operation of the Performance Development Review policy will be reviewed and monitored by the WACC and does not form part of this Agreement.

55. Local Area Work Agreements (LAWAs)

- 55.1 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.

- 55.2 To achieve cost efficient service levels, the parties agree to negotiate for LAWAs with separate functional groups. 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.

55.3 Local Area Work Agreement – Information Technology

- 55.3.1 The working conditions for Information Technology (IT) permanent employees will be as provided in this Agreement but varied in accordance with this Clause;

- 55.3.2 Employees operating as IT Duty Officers will be rostered to provide priority service delivery to the following services and timeframes;

Service	Timeframe
Library and Library Council Offices	Business Hours that are outside Mon-Fri 7:30am-5:30pm
Visitor Information Centre	Business Hours that are outside Mon-Fri 7:30am-5:30pm Excluding Public Holidays

Consultations will occur with employees covered by this LAWA where there is any significant change in Council operations that impact expected IT service levels 55.3.4 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 the services listed in 55.3.2;

- 55.3.5 Where required the IT Duty Officer will in addition provide up to two hours non-priority services that will need to be performed as agreed to between IT staff and Council. The non-priority services will be restricted to maintenance activities that would impact on the Council's operations if done during business hours and preventative activities that assist Council with delivering effective customer service.
- 55.3.6 The number of priority issues dealt with by rostered IT employees will be limited to not more than six or a combined total of not more than six hours (excluding travel time) in any one period of priority service. If the number of issues dealt with is more than six or 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 should be obtained the relevant line manager.
- 55.3.7 In lieu of any other benefits (with the exception of the set travel allowance), IT employees rostered to provide coverage as set out in this clause will be paid a gross amount of 10 times their hourly pay rate on each occasion they are rostered to perform such duties.
- 55.3.8 Management and IT staff may review the agreed services at any time at which time parties may negotiate to:
 - 55.3.8.1 Continue with the conditions as outlined in this attachment
 - 55.3.8.2 Vary the conditions by mutual consent
 - 55.3.8.3 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.
- 55.3.9 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 to facilitate the duties that is agreed

between the relevant line manager and the individual staff member. The reimbursement will be up to an amount equivalent to the service costs of a standard Council Telstra line

55.3.10 IT employees are required provide extended IT Help Desk support between 7.30am and 5.30pm on weekdays, excluding public holidays:

55.4 Two IT Employees will be rostered on 'early' (7:00am to 3:30pm) and one IT Employee will be rostered on 'late' (9:00am to 5:30pm) for each day that extended IT Help Desk support and IT operations are provided.

55.5 The IT employees and the Team Leader IT Operations 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.

55.6 If Council implements a close down period, an IT employee will be rostered (through negotiation between the Corporate Information Manager and relevant IT employees) to provide on-call support to ensure that essential services are maintained during the close down period. The rostered IT employee will be paid in accordance with clause 63.1.

56. Notice of Termination

56.1 Notice of termination by employer

56.1.1 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

56.1.2 In addition to the notice in Clause 56.1.1, 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.

- 56.1.3 Payment in lieu of the prescribed notice in Clauses 56.1.1 and 56.1.2 must be made if the appropriate notice period is not required to be worked.
- 56.1.4 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.
- 56.1.5 The period of notice pursuant to this Clause does not apply:
 - 56.1.5.1 in the case of dismissal for serious misconduct;
 - 56.1.5.2 to apprentices;
 - 56.1.5.3 To employees engaged under a fixed term contract under Clause 53 of this Agreement in circumstances where that contract expires with the effluxion of time;
 - 56.1.5.4 to casual employees.

56.2 Notice of termination by an Employee

An 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. Where there is notice of termination provisions within an employee's terms and conditions of employment requiring a longer period of notice, such provisions shall apply.

56.3 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 should make their request to their line manager and have approval prior to the taking of such time. The time off should be taken at a time that is convenient to the employee and agreed to by the Council.

56.4 Continuous Service

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

- 56.4.1 the employee is absent from work in line with their contract of employment or with any provision in this Agreement;

- 56.4.2 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;
 - 56.4.3 there is a reasonable cause for the employee's absence - the responsibility to prove this is with the employee;
 - 56.4.4 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);
 - 56.4.5 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;
 - 56.4.6 an employee transfers their employment from one council to another council subject to the provisions of the *Local Government Act 1999* (SA).
- 56.5 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:
- 56.5.1 to the extent that the employee receives or is entitled to receive pay for the period;
 - 56.5.2 where the employee's absence results from the employer's decision to stand down the employee without pay.

Section 7 – Rates of Pay and Related Matters

57. Rates of Pay and Related Matters

- 57.1 The minimum annual salary paid to employees will be in accordance with the rates set out in Schedules 4 and 5.
- 57.2 The Council, 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.
- 57.3 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.

58. Superannuation

- 58.1 The Council will pay superannuation contributions for each employee into a complying superannuation fund.
- 58.2 The *Statewide Superannuation Fund* will remain the default fund.
- 58.3 The provisions of this Clause apply to all employees covered by this Agreement with the following exceptions:
 - 64.3.1 Casual employees working less than 10 hours per week;
 - 64.3.2 An employee who is engaged for less than 10 continuous weeks.

59. Salary Sacrifice

- 59.1 An employee, other than a casual employee, can elect to have an amount of their current salary paid each pay period by the employer into a complying superannuation fund on their behalf.
- 59.2 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, reducing the employee's taxable salary
- 59.3 An employee can elect to vary the amount of salary sacrifice paid to the employee's nominated superannuation fund at any time by providing written notice to the Council. All costs associated with doing so must be borne by the employee.

- 59.4 Employees, other than a casual employee, 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.

60. Reclassification

- 60.1 Employees may request in writing, to have their classification reviewed by their Director.
- 60.2 The Director will request Human Resources to review the request in context of:
- 60.2.1 the position description of the role;
 - 60.2.2 what duties and responsibilities are required in the role;
 - 60.2.3 Classification criteria set out in Schedule two (2) and Schedule (3) of this Agreement.
- 60.3 Human Resources will make recommendation to the Director. The Director will decide on a classification change.
- 60.4 The applicant will receive a written response to their request from their Director within six weeks of having made the application. If the applicant is unsuccessful, written reasons will be provided.
- 60.4 A successful application for reclassification will start from the date of the employee's latest application.

61. Higher Duties

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

- 61.1 Payment for higher duties is to be made after an employee acts in a higher graded position for a continuous period of more than 5 consecutive working days (inclusive of public holidays), on each occasion. Any period of 5 consecutive working days or less will not qualify for payment.
- 61.2 In selecting employees to perform higher duties (paid or unpaid), management will endeavour to provide equitable opportunity to relevant employees having regard to suitability and organisational effectiveness.

62. Workers Eligible for a Supported Wage

Council supports the provision of employment opportunities for people who because of the effects of a disability are eligible for a supported wage through 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'. Conditions for the Supported Wage are outlined in Schedule 6.

63. Allowances

63.1 Availability Allowance

- 63.1.1 This Clause applies to any employee directed to be available for recall to work outside of their normal working hours;
- 63.1.2 For the purposes of this Clause, availability duty means a situation where the Council 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 63 shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing;
- 63.1.3 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.

63.2 Meal breaks

- 63.2.1 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;
- 63.2.2 An employee directed to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
 - 63.2.2.1 after three hours of continuous work, if that period includes a recognised meal hour; or
 - 63.2.2.2 after four hours of continuous work in any other case; and

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

63.2.3 The parties note that a meal allowance is not payable under this Agreement as it was absorbed in previous negotiations.

63.3 Motor Vehicle Allowance

63.3.1 This Clause expressly excludes Clause 4.4.5 of the Award;

63.3.2 Where an employee is directed by their line manager 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):

63.3.3 These rates will be adjusted in accordance with any adjustment to the ATO prescribed rate.

63.4 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; and
- driver's licence reimbursement

64. Call Outs

64.1 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.

64.2 Where an employee is paid an availability allowance as in Clause 63.1, 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 20 when the actual time worked is less than three hours on such recall or on each of such recalls.

- 64.3 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.

65 Designated Close Down

Council is committed to deliver and maintain services to our community. Council can choose to have a designated close down of the whole or part of the organisation during such periods as the Christmas, New Year and/or Easter period. Where Council elects to implement a designated close down this will be in consideration of the services it delivers to the community. The CEO will give employees at least eight weeks' notice of their intention.

- 65.1 All full time employees cover by this Agreement will have an additional one (1) day of paid annual leave of 7.6 hours (paid on a pro rata basis for part-time employees) to be taken during the Christmas/New Year close down period.
- 6.5.2 Employees who work during the Christmas/New Year closedown and cannot take the single day during this period will have an additional single day (7.6 hours or paid on a pro rata basis for part-time employees) added to their annual leave balance.
- 65.3 In addition to using the allocated one day of additional annual leave, all employees will be given the choice of taking:
- 65.3.1 Accrued annual leave;
 - 65.3.2 Accrued long service leave (if eligible to access long service leave);
 - 65.3.3 Purchased leave (if a purchased leave arrangement has been agreed);
 - 65.3.4 RDO (if accrued);
 - 65.3.5 Leave without pay in circumstances where the employee has no accrued leave of the kind outlined in this Clause.
- 65.4 Annual close down will be for a maximum of one week, exclusive of public holidays
- 65.5 Should Council determine that there will be no Christmas closedown in any given year, all full time employees will have one additional day (7.6 hours) added to their annual leave balances (paid on a pro rata basis for part-time employees)

66 Public Holidays

- 66.1 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 Holidays Act 1910 (SA) (as amended).
- 66.2 Where a public holiday occurs on a regularly rostered non-work day for any Library employee, such employee shall be entitled to an additional day's leave in lieu of such public holiday provided that such employee is:
 - 66.2.1 Regularly rostered to work over six or seven days per week; and
 - 66.2.2 Full-time or part-time employees who are regularly rostered to work five (5) days.
- 66.3 Additional day's in lieu will be calculated as one fifth of their regular total weekly hours.
- 66.4 The taking of the additional day's leave will be taken at an agreed mutually convenient time.

Section 8 – Salary Adjustments

67. Salary Adjustments

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

- 67.1.1 1.5% increase effective from the first full pay period after 1 January 2017;
- 67.1.2 1.5% or the Adelaide CPI percentage (as measured by the Australian Bureau of Statistics Quarterly CPI Report) in the December 2017 quarter whichever is greater up to a maximum increase of 2.2% effective from the first full pay period after 1 January 2018;
- 67.1.3 1.5% or the Adelaide CPI percentage (as measured by the Australian Bureau of Statistics Quarterly CPI Report) in December 2018 quarter whichever is greater up to a maximum increase of 2.2% effective from the first full pay period after 1 January 2019;

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

68. 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.

68. Signatories

Signed on behalf of the **CITY OF PORT ADELAIDE ENFIELD** by Mark Withers
Chief Executive Officer, in the presence
of:

.....
Signature of Witness

.....
Name of Witness (print)

.....
Date

.....
Mark Withers – Chief Executive Officer

Signed on behalf of the **AUSTRALIAN SERVICES UNION** by Joseph Scales in
the presence of:

.....
Signature of Witness

.....
Name of Witness (print)

.....
Date

.....
Joseph Scales

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

.....
Signature of Witness

.....
Name of Witness (print)

.....
Date

.....
Employee Representative

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 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.

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 to determine the appropriate classification of the position.

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.

Classification - 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 Officers 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 under-standing of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project
- Work outcomes are monitored, clearly defined
- Works under regular direction with assistance being readily available
- Works under regular supervision
- Graduates receive instruction
- Community Services Graduates initially appointed to the top of this level work under direct supervision.

Initiative and Judgement

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

Problem Solving

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

Provision of Advice/Support/Assistance

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

Time Management & Organisational Skills

- Managing time, planning and organising own work.

General Responsibilities

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

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

Where Prime Responsibility Lies in a Technical Field

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

- Application of established practices and procedures

- Responsibility for a minor project.

Where the Prime Responsibility is in the Works Area

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

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

Where Prime Responsibility is in Libraries

Provide para-professional support to qualified librarians:-

- In charge of a library outlet or function within the library
- Oversee the work of unqualified library staff.

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

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

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

*Not relevant to this level.

Where the Prime Responsibility is in a "Professional" Field

*Not relevant to this level.

Where Prime Responsibility is in Clerical/Secretarial/Administrative

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

- Operating a computer, word processor and/or other business software and peripheral equipment
- Utilising basic computing concepts and initiating corrective action at an elementary level
- Utilising the functions of systems and be proficient in their use
- Performing tasks of a sensitive nature
- Provision of more than routine information
- Operate a desktop publisher at a routine/basic level
- Utilise basic skills in oral and written communication with clients and other members of the public
- Receive and account for monies and assist 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 taken 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 area
- 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

Schedule4 – Table of Salary Rates (General Officer)

Level	Current	1 January 2017
Junior 017	\$33,736.35	\$34,242.40
Junior 018	\$38,926.57	\$39,510.47
Junior 019	\$44,116.78	\$44,778.53
Junior 020	\$49,306.99	\$50,046.59
MO1.001	\$51,902.08	\$52,680.61
MO1.002	\$53,041.11	\$53,836.73
MO1.003	\$54,628.79	\$55,448.22
MO1.004	\$56,333.23	\$57,178.23
MO1.005	\$58,040.87	\$58,911.48
MO1.006	\$59,741.82	\$60,637.95
MO2.001	\$61,469.08	\$62,391.12
MO2.002	\$63,174.98	\$64,122.60
MO2.003	\$64,880.90	\$65,854.11
MO2.004	\$66,585.34	\$67,584.12
MO3.001	\$68,290.07	\$69,314.42
MO3.002	\$69,992.76	\$71,042.65
MO3.003	\$71,696.92	\$72,772.37
MO3.004	\$73,441.74	\$74,543.37
MO4.001	\$75,197.10	\$76,325.06
MO4.002	\$77,004.57	\$78,159.64
MO4.003	\$78,857.96	\$80,040.83
MO4.004	\$80,725.42	\$81,936.30
MO5.001	\$82,582.04	\$83,820.77
MO5.002	\$84,441.89	\$85,708.52
MO5.003	\$86,311.39	\$87,606.06
MO6.001	\$89,412.69	\$90,753.88
MO6.002	\$92,513.99	\$93,901.70
MO6.003	\$95,622.02	\$97,056.35
MO7.001	\$98,723.32	\$100,204.17
MO7.002	\$101,832.24	\$103,359.72
MO7.003	\$104,933.53	\$106,507.53
MO8.001	\$108,659.68	\$110,289.58
MO8.002	\$112,384.33	\$114,070.09
MO8.003	\$116,113.68	\$117,855.39

Schedule 5 – Table of Salary Rates (Senior Officers)

Level	Current	1 January 2017
SO1.001	\$89,412.69	\$90,753.88
SO1.002	\$92,513.99	\$93,901.70
SO1.003	\$95,622.02	\$97,056.35
SO2.001	\$98,723.32	\$100,204.17
SO2.002	\$101,832.24	\$103,359.72
SO2.003	\$104,933.53	\$106,507.53
SO3.001	\$108,659.68	\$110,289.58
SO3.002	\$112,384.33	\$114,070.09
SO3.003	\$116,113.68	\$117,855.39
SO4.001	\$119,942.23	\$121,741.36
SO4.002	\$124,786.32	\$126,658.11
SO5.001	\$130,843.17	\$132,805.82
SO5.002	\$135,691.93	\$137,727.31
SO6.001	\$141,749.09	\$143,875.33
SO6.002	\$146,598.13	\$148,797.10
SO7.001	\$152,654.72	\$154,944.54
SO7.002	\$159,924.34	\$162,323.21
SO8.001	\$166,271.51	\$168,765.58
SO8.002	\$175,772.09	\$178,408.67
SO9.001	\$190,024.26	\$192,874.62
SO10.001	\$213,779.34	\$216,986.03
SO11.001	\$241,729.98	\$245,355.93
SO12.001	\$265,484.46	\$269,466.73

Schedule 6 Workers Eligible for a Supported Wage

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.

- 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'.
- 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.
- 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.
- 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.

2 Eligibility Criteria

- 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.
- 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.

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)	Percentage	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.)

4 **Assessment of Capacity**

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

5 **Lodgement of Assessment Instrument**

- 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.

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

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.

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.

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.

9 Trial Period

- 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.
- 9.2 The capacity assessment will take place during the trial period, and the proposed rate for continuing employment will be worked out.
- 9.3 The minimum amount payable to the employee during the trial period will be no less than \$61 per week.
- 9.4 Work trials should include induction or training to fit the job being trialled.
- 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 9.2.

10. **PAYMENT OF WAGES**

- 10.1 The Council may pay employees' wages by electronic funds transfer into a bank or other financial institution of the employee's choice. Wages will be paid on Thursdays each fortnight, in arrears.
- 10.2 The Council will keep adequate time and payment records according to the Act.

