

# **CITY OF PORT LINCOLN ENTERPRISE BARGAINING AGREEMENT 2010-2013**

**File No. 3427 of 2010**

**This Agreement shall come into force on and from 1 July 2010 and have a life extending until 30 June 2013.**

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

DATED 04 AUGUST 2010.



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COMMISSION MEMBER



# City of Port Lincoln



## City of Port Lincoln Enterprise Bargaining Agreement 2010-2013

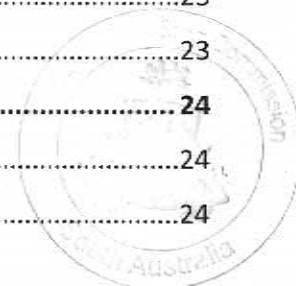
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## **1. SECTION ONE - ADMINISTRATION**

### **1.1. *Title***

This Agreement shall be known as the City of Port Lincoln Enterprise Bargaining Agreement 2010 – 2013.

### **1.2. *Definitions***

<i>ASU</i>	shall mean the Australian Municipal, Administrative, Clerical and Services Union.
<i>Award/s</i>	shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
<i>AWU</i>	shall mean the Australian Workers Union.
<i>CEO</i>	shall mean the Chief Executive Officer of Council.
<i>Commission</i>	shall mean the South Australian Industrial Relations Commission.
<i>Consultation</i>	shall mean the sharing of information and the exchange of views between the parties and includes the opportunity to contribute effectively to decision-making processes involving the introduction of major change having significant effects on employees.
<i>Continuous Service</i>	shall mean continuous service under a contract of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
<i>Council</i>	shall mean the Corporation of the City of Port Lincoln.
<i>Director</i>	shall mean an employee who is one position below the CEO.
<i>EBA Working Party</i>	shall consist of Employee and Employer representatives for the purpose of negotiation of the Enterprise Bargaining Agreement.
<i>Employee</i>	shall mean an employee of Council excluding externally funded project officers.
<i>Employer</i>	shall mean the Corporation of the City of Port Lincoln.
<i>Employment Agreement</i>	shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
<i>Employment Contract</i>	shall mean an agreement in writing between the Employer and the Employee, employed on a fixed term contract, in relation to the specific details relevant to their employment.

<i>Employee Representative</i>	shall mean an employee elected by other employees to the EBA working party.
<i>Flexi-time</i>	shall mean time which is worked in exchange for time taken off with remuneration.
<i>Health and Safety Representative</i>	shall mean an employee elected by the employees of a worksite under the provisions of the Occupational Health Safety and Welfare Act to be a member of the Occupational Health Safety and Welfare Committee of Council.
<i>Immediate Family</i>	<p>(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;</p> <p>(c) any member of the person's household</p> <p>(d) any other person who is dependant of the person's care.</p>
<i>Indoor Staff</i>	Employees employed at the Library and Civic Centre.
<i>Line Manager</i>	shall mean an employee who is responsible for the day to day management of a work area.
<i>Local Government Employee Award</i>	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provision of the Fair Work Act 1994. Applicable to Outdoor Staff only.
<i>Ordinary Time</i>	hourly rate of pay as per employment contract / agreement.
<i>Occupational Health Safety and Welfare Committee</i>	shall mean the committee formed under the provisions of the Occupational Health Safety and Welfare Act for Council.
<i>Outdoor Staff</i>	Employees employed in the Parks and Gardens, Civil Construction and Depot.
<i>Probationary Period</i>	shall mean the testing or trial of a person's conduct and qualifications over the time frame indicated by Council.
<i>Remuneration</i>	shall mean total income including wages, regular overtime, allowances superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment Contract and or Employment Agreement.
<i>Service Year</i>	shall mean the twelve month period and same entitlement date as for sick and annual leave.



*South Australian Municipal Salaried Officers Award*

A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994. Applicable to Indoor Staff only.

*Staff Performance and Appraisal Scheme*

shall mean an annual evaluation of employee performance underpinned by the principles which ensure equity and procedural fairness.

*Supervisor*

shall mean an employee who is responsible for the day to day supervision of employees of a work area.

*Summary Dismissal*

shall mean termination without notice due to serious and wilful misconduct such as:

- Fighting or bullying in the workplace
- Stealing from or wilfully damaging the employer's property
- Illegal activities
- Serious breaches of Council policies such as Occupational Health and Safety and Code of Conduct for Employees.

*TOIL*

Time Off In Lieu shall mean ordinary hours which are worked by outdoor staff in exchange of a cash payment and will be taken as leave.

*TSP*

shall mean a Targeted Separation Package

*Total average weekly wage*

the average of wages inclusive of overtime for the previous twelve-month calendar period, divided by 52 weeks

*Trainee*

shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation and who was not a pre existing employee of Council.

*Existing Worker Trainee*

Shall mean a current employee of Council who enters into a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation.

*Union*

shall mean the AWU or ASU.

*Union Representative*

shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.

*Work Area*

shall mean the location in which the employee works. Designated work areas are Civic Centre, Library, Depot.



*Workplace Representative* shall mean an employee selected by employees whose role will be to effectively and fairly represent those employees' interests.

*VSP* shall mean a Voluntary Separation Package



**1.3. Date and Period of Operation**

This Agreement shall operate for a period commencing on the 1 July 2010 and conclude on the 30 June 2013.

**1.4. Parties Bound**

This Agreement is binding on:

The Corporation of the City of Port Lincoln and Employees of Council as defined.

**1.5. Relationship to Agreements Prior to 1 July 2010**

This Agreement replaces all previous Certified Agreements between parties bound as per Clause 1.4.

**1.6. Intent and Objectives**

The parties recognise that the present economic environment, reduced government funding and municipal restructuring (taken collectively) requires the introduction of greater productivity in the day to day operations of Council.

Accordingly, it is the objective of the parties to this Agreement to implement measures which will provide for better working arrangements, improve the efficiency and productivity of Council's operations, enhance skills and job satisfaction, and assist positively to ensure that Council becomes a more efficient organisation.

This Agreement provides the vehicle for this to occur with gain to Council, employees and the local community.

Council recognises the value of the people it employs. Further, it acknowledges the community interest to improve, develop, coordinate and maintain skill levels of employees to enable them to undertake their duties to their full potential and effectiveness with resourcefulness and efficiency for the benefit of the wider community.



## **2. SECTION TWO - EMPLOYEE RELATIONS**

### **2.1. *Employee Consultation***

The principal forum for workforce changes shall be through consultation with the individuals affected by the change or the relevant work team.

The particular parties to be consulted on each occasion may vary according to the circumstances.

### **2.2. *Training and Professional Development***

The parties recognise the need to maintain appropriate levels of training and staff development to increase job knowledge, experience and workplace flexibility.

The parties are committed to enhancing the skills of the workforce through the provision of training both internally on the job, and externally through attendance at training courses.

Refer to the Employee Performance and Development policy 12.63.10.

### **2.3. *Employee Protection***

The Agreement shall not operate so as to cause any employee to suffer a reduction in base remuneration or in minimum standards, such as hours of work, wages, annual leave, long service leave, sick leave, bereavement leave, parental leave etc pursuant to the Fair Work Act 1994 (SA).

Natural attrition, redeployment and voluntary redundancies will be the normal means of adjustment in those situations where organisational change results in positions being no longer required.

### **2.4. *Voluntary Separation Package***

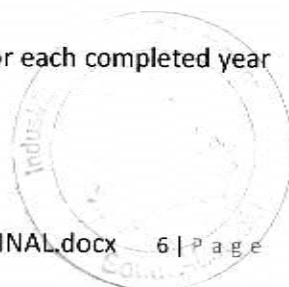
Should Council offer a voluntary separation package, such package shall comprise:

- 10 weeks notice of termination or payment (total average weekly wage) in lieu thereof and
- 3 weeks of total average weekly wage as severance payment for each completed year of service with Council.

### **2.5. *Targeted Separation Package***

Should Council in its discretion determine to offer a package for a Targeted Separation or a forced redundancy such package shall comprise a minimum of:

- 10 weeks notice of termination or payment (total average weekly wage) in lieu thereof and
- 4 weeks of total average weekly wage as severance payment for each completed year of service with Council.



- An amount of up to 10% of total average annual salary for outplacement counselling; such amount to be reimbursed on the production of evidence of expenditure within 12 months of termination.

The total amount of notice of termination or payment and severance payment shall not exceed 104 weeks.

## **2.6. *Dispute Grievance Resolution Procedures***

The resolution of any industrial matter shall be in accordance with the following procedure:

The purpose of this grievance procedure is to allow all parties access to a system to discuss and resolve all matters of grievance and dispute. While this procedure is being followed, work must continue normally, until settlement is reached.

The agreed procedure is detailed here under:

- Stage 1 - If you wish to raise a dispute or grievance you will initially confer with your immediate Supervisor who will take all reasonable steps to resolve it.
- Stage 2 - If the matter is not satisfactorily resolved (or it is inappropriate for you to raise it with your Supervisor), you may confer with your Line Manager or Director who will take all reasonable steps to resolve it.
- Stage 3 - If the matter is not satisfactorily resolved (or it is inappropriate for you to raise it with your Line Manager or Director), you may confer with your Chief Executive Officer who will take all reasonable steps to resolve it by discussion and negotiation.
- Stage 4 - If the matter is still not resolved, either party may refer the matter to the South Australian Industrial Relations Commission if conciliation does not resolve the matter then the parties will place it before the Commission for arbitration. The decision of the Commission (subject to any appeal) shall be final and binding on the parties.

Any party to the dispute/grievance may appoint another person, organisation or association to accompany and represent them in relation to any level to the dispute.

## **2.7. *Disputes Arising From This Agreement***

Any disputes arising from this Agreement shall be dealt with through the following steps:

Either party shall raise the matter with the EBA working party, which will examine the matter and provide a report and recommendation to Council.

Council, through the Chief Executive Officer, and the EBA Working Party shall attempt to resolve the matter by discussion and negotiation. If this does not succeed, then the matter may be referred to the South Australian Industrial Relations Commission for it to exercise its conciliation powers; and

If conciliation does not resolve the matter then the parties will place it before the Commission for arbitration.

## **2.8. Disciplinary Process**

The following will apply in relation to a formal disciplinary process where an employee has been deemed to have acted in a manner contrary to Councils Code of Conduct for Employees policy 12.63.12. The CEO reserves the right under this Agreement to apply a Summary Dismissal in cases where it is considered warranted.

All disciplinary discussions will be recorded in writing (form no. 12-44-T3) and a copy placed in the employee's file. The employee must be given the opportunity to sign a copy to indicate awareness of its existence on their personnel file and may request to view that file at a mutually convenient time.

When meeting with an employee for the purpose of issuing a disciplinary warning as per this clause, the employee shall be entitled to have a Workplace Representative or Union Representative present, and must be allowed time to arrange such.

### **First Incident Notice**

On a breach of the Code of Conduct for Council Employees Policy 12.63.12, the Line Manager will issue an Incident Notice. A conciliation conference shall be convened by the Line Manager and the CEO or delegate, to discuss the grounds regarding the notice, and to devise a course of action to resolve the issue.

### **Second Incident Notice**

If the employee's behaviour as documented in the first Incident Notice, has not been rectified or further unrelated breaches of the Code occur, then a second Incident Notice will be issued.

### **Third Incident & Final Notice**

In the event of any further breaches of the Code of Conduct for Employees policy 12.63.12, the employee will be given a Final Incident Notice and written notification of termination of employment.

#### **2.8.1. Validity of Notices**

An Incident Notice will remain valid and active for a three year period from the date of issue. After such time, that notice will not be taken into consideration for a similar or further breach of the Code of Conduct, except in the case of a Summary Dismissal.

## **2.9. Poor Performance Process**

The parties agree that the dismissal of an employee on the grounds of continued poor performance should only occur after the employee has been given a fair and proper opportunity (over a three month period) to improve work performance.

It is expected that the employee concerned is made fully aware of work expectations and the specific areas of work deficiency by written notification.

Suitable counselling and training measures should be utilised in order to achieve positive outcomes.

Where the CEO is of the view that the continued poor performance could lead to dismissal, the process outlined under Clause 2.8 - Disciplinary Process shall be applied.

## **2.10. Management of Change**

Where Council has confirmed a proposal to implement changes in production, program, organisation, structure or technology that are likely to have significant effects on employees; Council must as soon as practicable notify the employee/s who may be affected by the proposed changes.

"Significant Effects" include:

- Termination of employment resulting from organisational review
- Changes in the composition, operation or size of the employer's workforce or in the skills required
- The elimination or diminution of job opportunities, promotion opportunities or job tenure
- The alteration of hours of work
- The need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Where the Agreement makes provision for alteration of any of these matters, an alteration will be deemed not to have significant effect.

The CEO must discuss with the employee/s affected by the following:

- The introduction of the changes referred to as *Significant Effects* in this clause
- The effects the changes are likely to have on employees
- Measures to avert or mitigate the adverse effects of such changes on employees.

The CEO must give prompt consideration to matters raised by employees and/or Unions in relation to the changes.

The discussions must commence as early as practicable after a proposal is confirmed by the employer to make the changes referred to as *Significant Effects* of this clause.

For the purposes of such discussion, the employer must provide in writing to the employee's concerned:

- All relevant information about the changes including the nature of the changes proposed, and
- The expected effects of the changes on employees and any other matters likely to affect them.

Council is not required to disclose confidential information, disclosure of which, when looked at objectively, would be against its interests.

In providing the above mentioned information the employer will provide an opportunity for written responses to be forthcoming from the employee's affected and in doing so allow a period of not less than 21 days to receive such responses.

### **2.11. Employee Communication**

The employer will keep employees informed on corporate plans, objectives, achievements and the statutory obligations for both Council and employees, which apply in our work areas.

Refer to the Communication and Consultation policy 12.16.39 for issues regarding Occupational Health Safety and Welfare.

The following forums and communication methods will be applied:

#### **2.11.1. Whole of Staff Meeting**

A whole of staff meeting will be conducted at least once per year.

Notice of the meeting and an Agenda will be posted on all Notice Boards not less than one week prior to the meeting and / or distributed by email.

The attendance of employees at meetings is compulsory, unless on leave or it is not an employee's rostered day to work, however if they choose to attend they shall be entitled as per Clause - Additional Hours.

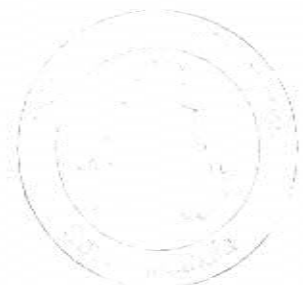
The meeting will be convened by the CEO.

All employees shall be given the opportunity to ask questions at the meetings and seek further information on any matter raised.

#### **2.11.2. Staff Work Area Meetings**

Work area meetings will be conducted on an as needs basis.

The CEO or a representative will attend work area meetings if requested.





### **3. SECTION THREE - TERMS OF EMPLOYMENT**

#### **3.1. *Ordinary Span of Hours***

The ordinary hours of work of a full time employee shall be no more than 75 hours per fortnight.

The ordinary hours of work are to be worked between the following span of ordinary hours:

7:15am to 7:15pm Monday to Friday inclusive.

By mutual agreement between the employer and the employee/s a project may be undertaken by working a standard day outside the span of hours for the work areas at normal rate of pay.

#### **3.2. *Standard Hours of Work***

##### **3.2.1. *Indoor Staff***

Standard Hours of work will be no more than 7.50 hours per day.

##### **3.2.2. *Outdoor Staff***

In order to gain improvement in productivity, the Outdoor Staff, have in the course of negotiating this Enterprise Bargaining agreement, elected to set their hours of work to 8.50 hours per day. The ordinary hours of work will remain at 75 hours per fortnight (Standard Hours), worked over a 9 day period, with an additional 1.5 hours per fortnight to be worked by all relevant outdoor staff, and recorded as TOIL. Total hours per fortnight to be 76.5.

##### **Construction and Maintenance**

Week 1, Monday to Friday, 7.30am-4.30pm

Week 2, Tuesday to Friday, 7.30am-4.30pm

##### **Parks and Gardens**

Week 1, Monday to Friday, 7.30am-4.30pm

Week 2, Monday to Thursday, 7.30am-4.30pm

#### **3.3. *Meal Breaks***

Employees are allowed a tea break up to 20 minutes, which is counted as time worked. The break shall be taken at the location at which the employees are engaged in work activities on the day(s) the break is taken.

Employees undertaking activities during inclement weather conditions may make alternative arrangements with their Supervisor.

An employee will not be required to work more than five hours without receiving an unpaid meal break of at least 30 minutes.

In the case of unforeseen circumstances, the meal break may be delayed and will be taken as soon as practicable, subject to the observance of appropriate health and safety standards.

### **3.4. Higher Duties**

#### **3.4.1. Duties in Addition to Own Duties**

An employee directed to perform duties of higher value than their classification level (in addition to their usual role), and where such position has a supervisory role, shall be paid accordingly for time so worked.

#### **3.4.2. Backfilling of Vacancy**

This clause will also apply to an employee who is appointed to relieve in a higher paid classification, if that position has become vacant, or the incumbent is away for a period of leave of at least four weeks, and will apply until such time as the higher classification position is filled or the incumbent returns.

#### **3.4.3. Payment**

Provided that the employee directed to perform such duties will perform them for a continuous period of five working days or more on each occasion, the employee will become entitled to higher duties payment of:

- The minimum wage rate for the higher paid classification if he or she substantially performs the duties thereof.

Any dispute as to whether an employee is substantially performing the duties of a higher paid classification shall be dealt with in the first instance through discussions between the employee, their Line Manager and the CEO, and if agreement cannot be reached then the matter shall be determined in accordance with the Clause - Dispute Grievance Resolution Procedure.

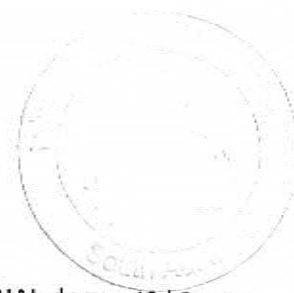
All direction or appointments to undertake higher duties which will attract payment as per this clause will be in writing and authorised by the employee, the Line Manager and the CEO.

This clause excludes officers relieving in the role of Chief Executive Officer as required under the Local Government Act 1999, Section 102, who will attract the rate of pay of the CEO for the appointed period.

### **3.5. Part Time and Casual Employees**

#### **3.5.1. Casual Employees**

Casual loading will be as per the applicable Award.



### **3.5.2. Part Time Employees**

An employer may employ part-time employees in any classification in this agreement.

A part time employee is an employee who:

- (i) works less than the full time hours of their respective work areas;
- (ii) has reasonably predictable hours of work; and
- (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full time employees who do the same kind of work.

At the time of engagement the employer and the part time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day.

Current employees will be offered additional hours where practical to do so before additional employees are engaged.

Long service leave entitlement will be preserved in cases where an employee's hours are reduced.

#### **3.5.2.1. Applying for Part Time Employment**

Employees are eligible to apply in writing to work on a part time basis.

CEO will consider all applications on their merits taking into account operational arrangements and practicalities and the best interests of Council and employees concerned.

If a suitable part time position is not available at the employee's current classification level, the employee may be offered and choose to accept a position and salary of a lower classification level.

In such case, the employee will be offered a new employment contract that extinguishes all previous terms and conditions of employment.

The final decision is at the discretion of the CEO and each request will be assessed in line with Council's strategic plan, budgetary requirements and long term goals.

### **3.6. Healthy Lifestyle Program**

The City of Port Lincoln is committed to promoting a healthy and fulfilling lifestyle, which is reflected in the work environment through work performance.

The 'Healthy Lifestyle Program' as organised and encouraged by the Local Government Association will therefore receive continued commitment and support by management.

Council will continue to provide the opportunity and payment for skin screening checks for all employees to examine for the presentation symptoms of skin cancer once in every calendar year by either a Doctor provided by the Council or a Doctor of the employee's choice.

Council will provide the opportunity and payment for flu injections, which all employees may access annually.

The employer acknowledges that any health checks provided are on a voluntary basis and any medical records resulting from the examinations remain confidential to the employee. Employees acknowledge their responsibility to follow the advice given as a result of any of the above examinations.

An employee, other than a casual, shall be entitled up to a maximum of two hours on any occasion for the sole purpose to donate blood at a recognised Red Cross Blood Donor Centre. A maximum of four separate absences per calendar year may be allowed and shall be arranged by mutual agreement between the employee and their supervisor / line manager.

Time to attend all health checks, flu injections and blood donations will be considered as time worked and may be taken during the employees ordinary hours of work, to encourage participation by all employees, and in turn promote a healthy and productive workforce.

### **3.7. Drivers and other work related licences**

An employee who during the course of their normal duties requires a drivers licence from the following classes (as defined by Services SA):

- LR Light Rigid
- MR Medium Rigid
- HR Heavy Rigid
- HC Heavy Combination
- MC Multi Combination

will be entitled to reimbursement of the cost of the drivers licence fee up to a maximum of five years.

Where an employee is directed by Council to undertake training to obtain a particular licence class in addition to that already held, Council will pay for the costs.

### **3.8. Employment Agreement Flexibility**

Notwithstanding any other provision of this agreement, the Chief Executive Officer and an individual employee may agree to vary the application of certain terms of this agreement and or individual employment contract or employment agreement to meet the genuine individual needs of the employer and the individual employee.

No employee shall be disadvantaged by any flexible agreements entered into as compared to this agreement.

### **3.9. Journey Injury Insurance**

Council will provide employees with 24-hour Journey and Injury insurance whilst undertaking Council duties.

The policy will cover bodily injury to employees whilst engaged in a journey to and from their residence and place of work and between a place of training for work.

The benefits relate only to weekly earnings and are as per the current policy limits.

### **3.10. Workcover Top Up Insurance**

Council will provide employees with an insurance policy to top up wages when a decrease is experienced under the workers compensation scheme. This will ensure all Council employees injured at work receive full pay for the duration of the injury.

### **3.11. Reclassification Requests**

Line Managers have a responsibility and an ongoing commitment to ensure that positions within their Departments are appropriately classified.

Employees recognise that the workplace and allocation of duties requires flexibility to enable Council to meet the needs of the Community and legislative requirements.

The CEO has sole authority to approve classification levels of positions.

An employee wishing to have their classification reviewed may do so by applying in writing to their Line Manager. The following process shall apply:

#### **Stage 1**

The employee shall complete an Application for Reclassification and include the following:

- a copy of their current key tasks from their job and person specification;
- a statement outlining the changes to their role
- a proposed revised job description;
- any other documentation of evidence to support their claim.

#### **Stage 2**

The Line Manager shall assess the Application for Reclassification, ensuring that a fair and proper process has been followed. The assessment process will include Council's HR advice and comments, and may include conducting discussions with the employee and other relevant personnel.

Following completion of the assessment process, the Line Manager shall refer the Application to the Chief Executive Officer, and include a recommendation as to the appropriate classification for the position.

Stage 2 shall be completed within four weeks of receipt of the Application for Reclassification.

#### **Stage 3**

The Chief Executive Officer shall make a decision and advise the employee's Line Manager, who will meet with the employee to advise the outcome and provide a copy of the assessed Application

Stage 3 shall be completed within two weeks of the Line Manager's recommendation and the application form being referred to the Chief Executive Officer.

Where a reclassification is approved, payment at the new classification level shall take effect from the date the application is received by the Employer.

Any employee not satisfied with the determination may access the Dispute Grievance Resolution Procedure.

### **3.12. Contracting Out / Competitive Tendering**

The parties recognise that Council may contract out work that is currently undertaken by its employees.

Where this occurs the following principles and processes shall apply:

Council is committed to assisting its employees make the transition to be able to participate in this process.

Council will not contract out work that is currently being performed by Council employees unless Council employees are given the opportunity to compete for that tender.

Council will retain the right to choose the contractor(s) to undertake its work.

### **3.13. Secondments**

Council recognises the benefits staff can acquire by participating on secondments such as learning new skills and gaining new networks.

An employee must apply in writing to receive approval from the CEO to engage in a secondment, including details of the affiliated local government enterprise and position, the period of the secondment and a return to work date.

The employee will not be required to cash out or take any leave entitlements prior to commencing the secondment.

### **3.14. Resignation**

An employee who resigns from Council must give a minimum of two weeks written notice or such other term as stipulated by their employment contract, or at the discretion of the CEO.

### **3.15. Trade Union Delegate Training**

Employees who are a union delegate of the Australian Workers Union are allowed training leave with pay up to a maximum of 5 days per annum to attend Trade Union training courses conducted by the Trade Union Training Authority in South Australia and the Union subject to the following conditions:

- Not less than 4 weeks notice is given to the Employer of the date of commencement of the training course, including an agenda with the times on which the course is to be conducted, such notice is to be endorsed by the Secretary of the AWU. The employee will

provide to the Secretary of the AWU and the employer a report on the course at a reasonable time after it's completion;

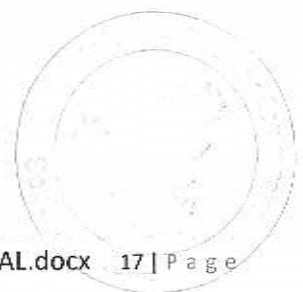
- The Council is able to make adequate staffing arrangements during the period of leave;
- At any one time no more than one employee of Council is on leave pursuant to this clause.

The course and travel costs are to be covered by the Union.

Leave taken pursuant to this clause is counted as continuous service for all purposes of the award and for purposes of leave entitlements.

An employee must have completed a period of 12 months service with Council before proceeding on leave in accordance with this clause.

Any disputes arising out of this clause shall be resolved in accordance with Clause - Dispute Grievance Resolution Procedure.





#### **4. SECTION FOUR - PAY MATTERS**

##### **4.1. Additional Hours**

Hours accrued as TOIL or flexi time shall not exceed 40 hours, unless authorised by the CEO.

The taking of accrued TOIL or flexi time, is to be at the work area's convenience and at a time which is mutually agreed between the employee and their Supervisor or Line Manager. A leave application must be completed and approved prior to taking TOIL or flexi time. Absences taking TOIL or flexi time will be reflected on the employee's time sheet.

Accrued TOIL or flexi time will not be paid as a cash component unless in the circumstances of termination of employment.

##### **4.1.1. Flexi Time – Indoor Staff**

Additional hours shall accrue as flexi time, at time for time when an employee works in excess of their standard hours of work on any one day *and* the excess hours are inside the ordinary span of hours.

Additional hours are only permitted to accrue as workloads necessitate in consultation with the employee's line manager.

Attendance at meetings, functions, seminars, training; inclusive of travel time which is inside the span of standard hours and is a requirement of the employee's Job Description and / or Employment Contract and / or Employment Agreement; will accrue as flexi-time at time for time; unless specifically excluded in the employee's employment contract or employment agreement.

Employees classified at a Level 9 and higher shall only receive flexi time at time for time, or in accordance with individual employment contracts or employment agreements.

##### **4.1.1.1. Standard Hours Variation**

For periods in excess of two weeks, a part-time employee may agree to increase their standard hours up to 37.50 standard hours per week, at their hourly rate of pay provided the agreement is entered into without duress, in writing using form no. 12-62-T27.

For periods of less than two weeks, flexi time or call back clauses will apply.

##### **4.1.2. TOIL – Outdoor Staff**

The Outdoor Staff have agreed that they will accrue 1.5 hours per fortnight TOIL instead of being paid at overtime rates, to give the employees time off for a period equal to the 1.5 hours per fortnight. The time worked will be recorded as TOIL on the employee's time sheet. TOIL is not accrued and recorded whilst on any type of leave. Payroll will maintain records of accrued and taken TOIL in the payroll system.

All other additional hours of work, will be as per the Overtime clause or as negotiated in the Ordinary Span of Hours Clause.

#### **4.2. Excess Travelling Time**

Where an employer requires an employee, other than a casual, to start work at a place away from the employee's normal starting point, the employer will pay the employee excess travelling time—at the employee's ordinary rate of pay or to accrue as flexi time or TOIL at time for time, for all time reasonably spent reaching and/or returning from the place of work, which is in excess of the time normally spent in travelling between the employee's usual residence and their normal work place.

#### **4.3. Overtime – Outdoor Staff**

All overtime shall be paid at time and a half. Overtime shall be paid as a cash payment when an employee works in excess of their standard hours of work on any one day and/or an employee works outside of the ordinary span of hours.

#### **4.4. Overtime – Library Weekend Openings**

The following conditions will apply to all employees undertaking customer service duties in the Library outside of the ordinary span of hours:

- Will attract a rate equivalent to Appendix A, Level 3.2
- Time so worked will be paid a time and a half, and
- Shall not be accrued as flexi time or TOIL.

#### **4.5. Call Backs**

For the purposes of this agreement, an employee will be deemed to be on a call back if the employee is required to work outside their standard hours of work / days, after leaving the employer's premises or worksite and with or without receiving prior notice of the requirement to work overtime before ceasing work.

- Any employee who is called back to commence inside of ordinary span of hours to work will be paid for a minimum of two hours work at ordinary time or for each hour so worked.
- Any employee who is called back outside of ordinary span of hours to work will be paid for a minimum of two hours or at time and a half which ever is the greater.
- If whilst on a call back and prior to the employee returning to their home, a further call back is received, the time will be classed as one call back.
- An Indoor employee working on a call back may choose to be paid cash or accrue flexi time at the appropriate overtime rate.
- An Outdoor employee working on a call back will be paid cash at the appropriate overtime rate.

Employees classified a Level 9 or higher will receive time for time payment or time for time flexi time, or as otherwise stated in individual Employment Contracts.

#### **4.6. Local Government Elections**

Where employees have volunteered to be involved in Council Elections rates of pay will be as negotiated with staff at the time of an election.

#### **4.7. Public Holidays**

If an employee is required to work on a public holiday it will be treated as a call back in addition to normal public holiday pay if applicable.

#### **4.8. On Call Allowances**

An employee directed in writing by Council to be available for On Call duty outside of the employees ordinary span of hours is to receive an On Call Allowance set at the following amounts for each day on call:

- Monday – Thursday no On Call allowance will be paid
- Friday \$25.00
- Saturday \$50.00
- Sunday \$50.00
- Public Holidays \$50.00

Shall an employee be required to attend a call back they will be entitled to the provision of the Clause - Call Back in addition to this on call allowance.

All employees on call will be required to be in a state of readiness as outlined in Council policy - Employee Entitlements 12.63.14.

An employee will not be requested to be on call whilst on any form of leave.

#### **4.9. Uniform and Protective Clothing**

Council and it's employees are committed to providing a professional image of Council and as such a uniform subsidy of no less than \$500 per annum will be provided per Indoor Staff member as outlined in Council policy - Employee Entitlements 12.63.14 for the life of this agreement.

For Outdoor Staff uniform entitlements refer to policy - Employee Entitlements 12.63.14 and the Local Government Employees Award.

#### **4.10. Superannuation**

The employer must pay superannuation contributions in respect of each employee into the Local Government Superannuation Scheme.

For the purpose of this clause:

*"Local Government Superannuation Scheme"* means the superannuation scheme established and maintained under the Local Government Act 1999.

*"Superannuation Contribution"* means:

- a) Contributions which the employer is required to pay under the terms of the rules governing the Local Government Superannuation Scheme, and
- b) Contributions which the employer must pay to a superannuation fund in respect of the employee in order to avoid the imposition of a superannuation guarantee charge under the Superannuation Guarantee (Administrative) Act 1992.

Council will pay to the Superannuation Scheme:

- An amount (in respect to each employee) no less than the amount specified in the Superannuation Guarantee Act, and
- Any additional superannuation contributions which the employer agrees to pay in respect of an employee.

#### **4.10.1. Salary Sacrifice**

Subject to the following conditions an employee may apply to Council to salary sacrifice any part of his/her salary to make personal contributions to the Local Government Superannuation Scheme.

The application shall be in writing, addressed to the CEO, and a signed mutual Agreement and Schedule between the two parties prepared.

Approval shall not be unreasonably withheld, however as part of the agreement, the employee must state that the "cash" component of salary is adequate for their on-going living expenses.

The employee's gross salary shall be known as the "Super Salary" and will be the salary used to calculate the compulsory employer contribution and the salary sacrifice amount.

The "Super Salary" is the salary to be used for all other calculations, including overtime, annual leave and long service leave payments.

Employees may review and alter the percentage or may rescind the Agreement and Schedule with two weeks prior notice in writing to the Senior Corporate Services Officer to be effected from the following pay period

The employee shall bear the responsibility and costs associated with the taxation and any other matters in respect of the salary sacrifice arrangements. This means that the employee's payroll deductions will comprise of the percentage of salary to sacrifice plus 15% contribution tax.

Salary sacrifice contributions are preserved contributions, i.e. cannot be drawn before retirement date.

These arrangements shall only apply to future salary arrangements and cannot operate retrospectively.

It is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.

#### **4.11. Additional Superannuation**

To recognise the ongoing service to Council, employees personally contributing to superannuation in addition to the Superannuation Guarantee % are entitled to a matched superannuation payment from Council.

This is not considered as part of the annual wage increases provided for by this agreement, but will be in the form of additional superannuation payments over the Superannuation Guarantee payments required to be paid by Council as outlined in the Superannuation Guarantee (Administrative) Act 1992.

This applies to employees as of the 1<sup>st</sup> July 2010.

Council shall pay, on the fortnightly pay period, an amount matching personal superannuation contributions (not inclusive of contribution tax if salary sacrificing) up to an additional 3% into the employee's superannuation fund.

For example an employee contributing 1% will receive a matched payment of 1% from Council.

#### **4.12. Classification Criteria**

Employment positions with the City of Port Lincoln will be based on the Classification Criteria schedule as per Appendix B.

#### **4.13. Transition to Classification Criteria**

The transition from two City of Port Lincoln industrial agreements being the Union Collective Agreement 2007-2010 (UCA) and the Employee Collective Agreement 2007-2010 (ECA), to this whole of employees combined Enterprise Bargaining Agreement required a process of transition.

A new classification structure was drafted based on the 11 level classification structure of the Local Government Industry Award 2010 and 'matching' of criteria to the wording of the classifications in the ECA and UCA, and relevant position titles and job and person specifications.

The employees were then 'matched' from their current pay rate into the corresponding proposed classification structure. Some pay rate dollars were adjusted to equalise the ECA and UCA dollars, and the rates were also rounded up to the next \$0.05.

The schedule attached as Appendix C, is the transition of employees as at 1<sup>st</sup> of July 2010 to the new combined classification levels. Employees who are on the first increment of the relevant level, will move to the second increment of that level on the 1<sup>st</sup> July 2011. The exceptions being employees, whose increment under the ECA or UCA was due to fall in the 2010 calendar year, who will on such relevant date progress to the next increment of their

level, or the case of those employees marked with a \* on Appendix C, to increment one of the next level.

**4.14. Rate of Pay Increases**

The following hourly rate of pay increases are applied under this agreement:

An increase of 3.0% to apply from the 1<sup>st</sup> July 2010

An increase of 3.5% to apply from the 1<sup>st</sup> July 2011

An increase of 4.0% to apply from the 1<sup>st</sup> July 2012

Hourly rates of pay and increases that shall apply under this agreement are attached at Appendix A.

**4.15. No Further Increases**

For the life of this Agreement there will be no further salary increase sought or granted.



## **5. SECTION FIVE - LEAVE ENTITLEMENTS**

### **5.1. *Annual Leave***

Full time employees accrue the equivalent of four weeks paid annual leave each year.

Part time employees accrue paid annual leave on a pro-rata basis.

Employees will take, or have arranged to take annual leave not more than 12 months after it becomes due. Special arrangements or exemptions will be at the CEO's discretion.

Annual leave will not be paid in advance.

No leave loading will apply.

### **5.2. *Carers Leave***

Carers Leave up to 5 working days per calendar year from accumulated sick leave will be accessible when the employee needs to care for an immediate family member who is sick or injured. Payment will be subject to the employee providing satisfactory evidence.

### **5.3. *Christmas Closure Day***

On recognition of improvements to productivity and efficiency, Council shall provide one half day of leave on the last working day prior to Council's Christmas closure.

### **5.4. *Compassionate Leave***

An employee may take paid compassionate leave when a member of the employee's immediate family contracts or develops a personal injury or illness that poses a serious threat to their life or dies.

Two days per occasion may be taken in a single unbroken period or two separate periods of one day or as agreed by the employer and the employee.

The employee must give the employer any evidence that the employer reasonably requires of the illness, injury or death.

### **5.5. *Emergency Services Membership Leave***

As per Council policy - Employee Entitlements 12.63.14.

### **5.6. *Jury Service***

As per the applicable Award.

### **5.7. *Leave Without Pay***

Employees may apply in writing to the CEO to access leave without pay for a maximum of 12 months on the basis of 2 months for each 12 months of continuous service with the right of return to their substantive position.

Employees will utilise or be paid out all entitled leave before commencing leave without pay .



Each application will be assessed on its own merit and will be issued at the discretion of the CEO.

### **5.8. Long Service Leave**

Where an employee's contracted weekly hours or classification are reduced then long service leave accrued from their commencement of employment with Council, shall be calculated and preserved, or taken by agreement.

Pro-rata long service leave may be accessed, by taking leave or as a cash component taxed at marginal rates in accordance with the Long Service Leave Act, by an employee with the agreement of the employer, after five years of continuous service with Council.

The minimum period of long service leave to be taken is one whole working day.

Employees shall give Council at least 4 weeks written notice of wanting to take Long Service Leave of longer than a period of two months.

Long Service Leave will accrue as per the Long Service Leave Act 1987.

Where an employee has applied to take long service leave, for a period at least a four week period, either at half or full pay, the Line Manager, in consultation with the CEO, may choose to fill the position in its entirety, or in part, in the incumbents absence.

For this purpose, the most productive and cost effective of the following may be actioned:

- Current employees may be offered additional hours to undertake specific duties
- A temporary employee may be engaged for the period
- A current employee may be appointed as per the clause - Backfilling of Vacancy.

An adjustment to the relevant salary budget line, and a deduction from the LGFA Long Service Leave provision account, will be made to cover the associated expenses.

#### **5.8.1. Long Service Leave at Half Pay**

An employee may proportionately extend their available long service leave at half pay subject to the approval of the Chief Executive Officer. Such approval will not be unreasonably withheld provided Council's operational needs are met.

The minimum period of long service leave on half pay is two weeks fulltime which equates to 4 weeks half pay.

Employees shall give Council at least 4 weeks written notice of wanting to take Long Service Leave at half pay.

All leave entitlements will accrue on a pro-rata basis whilst on half pay long service leave.

Superannuation contributions payable under the Superannuation Guarantee (currently 9%) will be paid by Council based on half salary payments.

Superannuation contributions under the Defined Benefits Scheme need additional consideration due to the nature of the scheme. Reduction in contributions during half pay leave is likely to result in a reduction to entitlement points and subsequently benefits may be detrimentally affected. Current full time contributions should be maintained during half pay long service leave in most cases.

Public holidays will not be paid as a public holiday and considered as part of long service leave.

## **5.9. Parental Leave and Return to Work**

### **5.9.1. General Guidelines**

An employee is entitled to unpaid parental leave after 12 months continuous service.

Employees may access 52 weeks of unpaid parental leave, which is reduced by any other type of leave taken including flexitime / TOIL, annual leave, or long service leave.

Current annual leave entitlements and accrued flexi time or TOIL must be taken prior to accessing unpaid parental leave. An employee may choose to access their long service leave entitlement and may request to access any accrued annual leave, as part of the 52 week period.

Granting of Parental Leave greater than 52 weeks inclusive of the paid leave component will be at the discretion of the CEO.

For the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

An employee on Parental Leave may not engage in other paid employment unless an application has been made in writing and approved by Council.

An employee who's Employment Contract expires whilst on Parental Leave will be considered to be no longer employed by Council unless the employee has negotiated a new Employment Contract with Council.

Any other notice periods and certification requirements not covered above will be as per the Fair Work Act 1994 (SA).

### **5.9.2. Maternity**

As per the Fair Work Act 1994 (SA).

### **5.9.3. Adoption**

As per the Fair Work Act 1994 (SA).

### **5.9.4. Paternity**

As per the Fair Work Act 1994 (SA).



#### **5.9.5. Return to Work**

An employee may alter the return to work date, by advising Council in writing not less than 6 weeks prior to the initial return date.

At least 10 weeks prior to the approved return to work date, the employee will advise Council:

- a) They wish to return to a position commensurate in level and employment status to the position held prior to taking parental leave.
- b) They wish to apply for a part time role as per clause – Applying for Part Time Employment.
- c) They will not be returning to work and are providing notice of resignation.

#### **5.9.6. Paid Parental Allowance**

The Australian Government will implement Paid Parental Leave (PPL) in January 2011. The scheme is to assist employers retain their skilled staff, recruit new skilled staff and encourage employees to stay connected with the workforce and their careers during periods of parental leave.

Council acknowledge that employees not returning to paid employment, following a period of parental leave has significant financial costs, loss of productivity and knowledge base. In recognition and to encourage 'return to work' of our experienced and skilled employees, Council will offer employees whom are the primary caregiver of a baby or adopted child, a 'top up', to be called a "parental allowance" of the Australian Government Paid Parental Leave (National Minimum Wage) to the equivalent of Appendix A Level 1.1.

The Council Paid Parental Allowance will be applicable following advice of the employee's eligibility from the Family Assistance Office. All terms and conditions applicable to receipt of the government paid parental leave will apply to the Council Parental Allowance. Current PPL conditions which may vary during the term of this agreement include:

- Have a baby or adopt a child, on or after 1st January 2011
- Meet the PPL work test, the income test and the residency requirements
- Maximum of 18 weeks
- One continuous 18 week period for payment
- Employed by Council for 12 months or more prior to the expected date of birth
- Employee may not work whilst receiving the PPL or Council allowance, however they may 'keep in touch' with the workplace during the period of leave, through paid training or development days
- A partner may be eligible to receive a proportion of PPL and Council Parental Allowance, if they become the primary caregiver within the 18 week PPL period, but not for less than 8 weeks.

An employees standard hours of employment will not vary the amount of Parental Allowance payable.

### **5.9.7. Transition Period Until Introduction of the Australian Government Scheme**

Until the formal introduction of the Australian Government Paid Parental Leave scheme, Council will pay eligible employees a Parental Allowance which will be calculated as the difference between the weekly National Minimum Wage and Appendix A Level 1.1 for a period of 18 weeks following the birth of a baby or adoption of a child.

### **5.10. Personal Leave**

Personal Leave up to 5 working days per calendar year from any leave entitlements will be accessible in accordance with Council policy – Employee Entitlements 12.63.14.

Payment will be subject to the employee providing satisfactory evidence and receiving approval from line manager prior to accessing the leave.

### **5.11. Purchased Leave**

Employees may purchase up to 2 weeks additional leave each financial year (pro rata for part time employees). Purchased leave will only occur when requested by an employee. A request will not be automatically granted, and approval will depend upon the operational requirements of Council and the amount of all accrued leave.

Employees may apply for up to two weeks of purchased leave, funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during the period(s) of purchased leave.

Applications for Purchased Leave should be made by the April preceding the financial year in which it is intended to be taken to the CEO / Line Manager to enable payroll administration.

Purchased Leave can only be taken in whole week / day blocks.

Purchased Leave must be utilised in the financial year in which it was purchased.

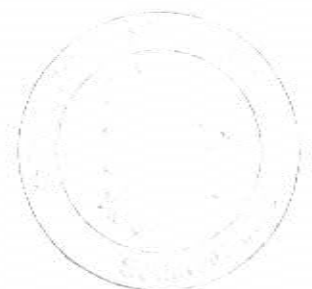
Purchased leave unable to be taken will be refunded within the same financial year it was deducted for.

Purchased Leave will count as service.

Where an employee ceases paid employment with Council during the year in which leave has been paid for or taken, a reconciliation will occur to ensure that all monies owing to the employee or Council are accounted for and an appropriate recovery or payment is made.

The accrual of all other leave entitlements shall remain unchanged.

Annual Leave loading does not apply.



**5.12. Sick Leave**

Up to 10 working days per annum of sick leave is accessible and is accumulative.

Payment of sick leave is contingent on the production of a medical certificate or evidence of inability to attend work due to illness to the satisfaction of the employees Line Manager.



**6. SECTION SIX - INDUSTRIAL MATTERS****6.1. *Right of Entry***

Right of entry provisions are those prescribed under Fair Work Act 1994 (SA).

**6.2. *Renegotiation of Agreement***

The parties agree to commence negotiations on a replacement agreement no later than 6 months prior to the expiry of this agreement.

**7. SECTION SEVEN - SIGNATURES OF THE PARTIES**

Signed for and on behalf of:

**The Corporation of the City of Port Lincoln**

Chief Executive Officer: \_\_\_\_\_

Witness: \_\_\_\_\_

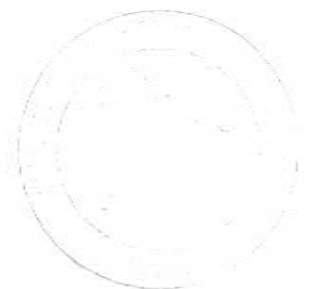
On this 14 day of July 2010

**For the Employees of The Corporation of the City of Port Lincoln**

Nominee: \_\_\_\_\_

Witness: \_\_\_\_\_

On this 14 day of July 2010



**APPENDIX A - RATES OF PAY**

Trainee rates will be as per National Training Wage, or as approved by CEO.

	<b>Hourly Rate of pay equivalent from Appendix B (rounded up to 0.05c)</b>	<b>1st July 2010</b>	<b>1st July 2011</b>	<b>1st July 2012</b>
		<b>3.0%</b>	<b>3.5%</b>	<b>4.0%</b>
LEVEL 1.1	\$21.25	21.888	22.654	23.560
LEVEL 1.2	\$21.95	22.609	23.400	24.336
LEVEL 2.1	\$23.00	23.690	24.519	25.500
LEVEL 2.2	\$23.50	24.205	25.052	26.054
LEVEL 3.1	\$24.00	24.720	25.585	26.609
LEVEL 3.2	\$24.65	25.390	26.278	27.329
LEVEL 4.1	\$25.35	26.111	27.024	28.105
LEVEL 4.2	\$26.00	26.780	27.717	28.826
LEVEL 5.1	\$26.80	27.604	28.570	29.713
LEVEL 5.2	\$27.35	28.171	29.156	30.323
LEVEL 6.1	\$28.05	28.892	29.903	31.099
LEVEL 6.2	\$30.10	31.003	32.088	33.372
LEVEL 7.1	\$30.75	31.673	32.781	34.092
LEVEL 7.2	\$32.25	33.218	34.380	35.755
LEVEL 8.1	\$33.25	34.248	35.446	36.864
LEVEL 8.2	\$35.50	36.565	37.845	39.359
LEVEL 9.1	\$37.75	38.883	40.243	41.853
LEVEL 9.2	\$38.90	40.067	41.469	43.128
LEVEL 10.1	\$40.10	41.303	42.749	44.459
LEVEL 10.2	\$41.60	42.848	44.348	46.122
LEVEL 11.1	\$44.60	45.938	47.546	49.448
LEVEL 11.2	\$46.10	47.483	49.145	51.111
CHIEF EXECUTIVE OFFICER	\$73.64	75.849	78.504	81.644



**APPENDIX B - CLASSIFICATION CRITERIA**

CITY OF PORT LINCOLN POSITIONS ALIGNMENT AS AT 1st JULY 2010	CLASSIFICATION CRITERIA <u>underlined</u> is variance to previous level of classification
entry level operational staff	<p><b>Level 1.1 and 1.2</b></p> <p>Level 1 covers entry level for employees with minimal experience and qualifications.</p> <p><b>Authority and accountability:</b> Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.</p> <p><b>Judgment and problem solving:</b> Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.</p> <p><b>Specialist knowledge and skills:</b> Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.</p> <p><b>Management skills:</b> Not required at this level.</p> <p><b>Interpersonal skills:</b> Limited to basic communications with other staff and with the public (possibly Outdoor)</p> <p><b>Qualifications and experience:</b> An employee in this level will have commenced <u>on-the-job training</u>, which may include an induction course.</p>

Level 2.1 and 2.2	
Administration Officers in the areas of : Customer Service, Records, Finance, Assets, Development & Environmental Services	Level 2 covers operational employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent experience and entry level administrative employees (with prior experience)
Library Customer Service Administration officers	<b>Authority and accountability:</b> Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either <u>individually or in a team environment</u> .
Experienced Operational staff holding appropriate 'tickets'	<b>Judgment and problem solving:</b> Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may <u>resolve minor problems</u> that relate to immediate work tasks.
General Inspector - Traffic & Animal Management	<b>Specialist knowledge and skills:</b> Obtained through on-the-job training and workplace induction training. May include <u>off-the-job training</u> through accredited short courses. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.
	<b>Management skills:</b> Not required at this level.
	<b>Interpersonal skills:</b> Limited to basic communications with other staff and with the public (possibly Outdoor)
	<b>Qualifications and experience:</b> Completion of Year 10 and/or an appropriate labour market program or similar work/skills. For trade based employees - Hold an appropriate Equipment Operator Qualification for the following Council plant: articulated loader or front end loader < 5000kg, fork lift

Level 3.1 and 3.2	
Plant & Infrastructure Maintenance Officer	Level 3 covers operational employees undertaking duties and responsibilities in excess of Level 2 and administrative employees with relevant experience
Senior Administration Officers in the areas of : Customer Service, Records, Finance, Assets, Development & Environmental Services	<b>Authority and accountability:</b> Responsible for completion of regularly occurring tasks with general guidance on a daily basis. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels. Responsible for leading employees in operational duties or the application of trades, administrative or technical skills.
Senior Library Qualified staff	<b>Judgment and problem solving:</b> Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.
	<b>Specialist knowledge and skills:</b> Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require <u>demonstrated competence</u> in administrative areas.
	<b>Management skills:</b> Not required at this level.
	<b>Interpersonal skills:</b> Employees at this level require communication skills to enable them to <u>effectively communicate</u> with clients, other employees and members of the public and in the resolution of minor matters.
	<b>Qualifications and experience:</b> <u>Qualifications or relevant experience</u> in accordance with the requirements of work in this level, which may be acquired through a Certificate II or a non-trades Certificate III, however described.

Level 4.1 and 4.2	
General Inspector & Fire Prevention Officer	<p>Level 4 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 3 and is the entry level for technical and trades employees. Employees with <u>significant relevant local government</u> experience may also be classified in this level.</p> <p><b>Authority and accountability:</b> Work performed is within general guidelines. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.</p> <p><b>Judgment and problem solving:</b> The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes. Guidance is available from more senior staff.</p> <p><b>Specialist knowledge and skills:</b> Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of <u>standardised procedures and practices</u>.</p> <p><b>Management skills:</b> Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the 'work face'.</p> <p><b>Interpersonal skills:</b> Employees at this level require effective communication skills to enable them to communicate with clients, other employees and members of the public and in the <u>resolution of routine and usual matters</u>.</p> <p><b>Qualifications and experience:</b> Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through:</p> <ul style="list-style-type: none"> <li>(a) <u>a trade certificate or equivalent</u>;</li> <li>(b) completion of accredited/industry-based training courses equivalent to a <u>Certificate IV (non-trade)</u>; and/or</li> <li>(c) knowledge and skills gained through on-the-job training.</li> </ul>

### Level 5.1 and 5.2

Admin Officer - Human Resources	Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.
Admin Officer - Civil & Community	<b>Authority and accountability:</b> The exercise of discretion within standard practices and processes and may involve the exercise of <u>high precision occupational skills</u> using various specialised techniques, systems, equipment, methods or processes. Positions provide <u>local decisions, direction, leadership</u> and on-the-job training to <u>supervised employees</u> or groups of employees.
Senior Library Assistant	<b>Judgment and problem solving:</b> Skills to solve problems which require <u>assessment</u> of a range of options having elements of complexity in reaching decisions and making <u>recommendations</u> . For supervisors, the work processes often <u>requires the quantification of the amount of resources</u> needed to meet those objectives. Assistance may be readily available from other staff in the work area in solving problems.
Rates & Assessments Officer	<b>Specialist knowledge and skills:</b> <u>Specialist knowledge</u> in a number of <u>advanced skill</u> areas relating to the more complex elements of post-trades or specialist disciplines either through <u>formal training</u> programs or on-the-job training.
Supervisors of Civil & Construction and Parks & Gardens	<b>Management skills:</b> May require skills in <u>co-ordinating</u> a team of employees, to motivate and <u>monitor performance</u> against <u>work outcomes</u> . Positions may lead large groups of employees at the 'work face'.
Executive Assistant	<b>Interpersonal skills:</b> Persuasive communication skills are required to <u>participate in specialised discussions</u> to resolve issues, including <u>explaining policy</u> to the public and/or others and reconciling different points of view.
	<b>Qualifications and experience:</b> Positions require <u>thorough working knowledge</u> and <u>experience</u> of all work procedures for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include: <ul style="list-style-type: none"> <li>(a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or</li> <li>(b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.</li> </ul>



### Level 6.1 and 6.2

Senior Corporate Services Officer	Level 6 covers administrative, technical or trades employees undertaking duties and responsibilities in excess of Level 5, and is the entry level for graduate professional employees.
Environmental Health Officer	<b>Authority and accountability:</b> May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make <u>internal and external recommendations</u> which represent the employer to the public and/or other organisations. Employees are <u>accountable</u> for the quality, effectiveness, cost and timeliness of the programs, <u>projects or work plans under their control</u> and for safety and security of the assets being managed.
Development Officer	<p><b>Judgment and problem solving:</b> Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may <u>require variation of work priorities</u> and approaches; some creativity and <u>originality</u> may be required. Guidance and counsel may be available within the time available to make a choice.</p> <p><b>Specialist knowledge and skills:</b> Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.</p> <p><b>Management skills:</b> May provide <u>higher level supervision</u> of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an <u>understanding and implementation of relevant employment policies and practices</u>.</p> <p><b>Interpersonal skills:</b> Skills to communicate with employees in lower levels and the public. Employees in this level are expected to <u>write detailed and non-standard reports and correspondences</u> in their field of expertise.</p> <p><b>Qualifications and experience:</b> Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include:</p> <ul style="list-style-type: none"> <li>(a) <u>diploma or advanced diploma, degree; or</u></li> <li>(b) <u>appropriate in-house training or equivalent.</u></li> </ul>

### Level 7.1 and 7.2

Level 7 covers specialist technical employees undertaking duties in excess of Level 6

**Authority and accountability:** Provides professional and/or specialist technical services to complete assignments or projects in consultation with other employees. May work with a team of employees requiring the review and approval of more complex elements of the work.

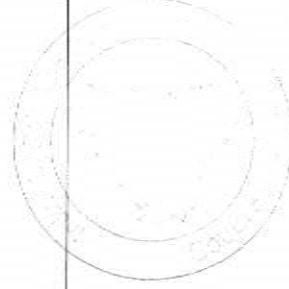
**Judgment and problem solving:** Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.

**Specialist knowledge and skills:** Positions require considerable knowledge and a level of skill in a specific area to resolve issues having elements of complexity which may not be clearly defined.

**Management skills:** Technical and administrative employees at this level may manage minor projects involving employees in lower levels and other resources. Graduate professional employees at this level are not expected to perform such management functions.

**Interpersonal skills:** Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.

**Qualifications and experience:** Skills and knowledge needed are beyond those normally acquired through the completion of secondary education alone and normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience.





Level 8.1 and 8.2	
Manager Library Services	<p>Level 8 covers professionals/specialists positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a <u>major impact upon the day-to-day operations of a function, department or work area of the employer.</u></p> <p><b>Authority and accountability:</b> Provides a specialist service in the completion of work and/or projects which have elements of complexity (composed of many parts that may be more <u>conceptual than definite</u>).</p> <p><b>Judgment and problem solving:</b> Positions require the interpretation of information and development of suitable <u>procedures</u> to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires <u>analysis of data</u> to reach decisions and/or determine progress.</p> <p><b>Specialist knowledge and skills:</b> Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve issues having elements of complexity.</p> <p><b>Management skills:</b> Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may <u>manage minor projects</u> and <u>work teams</u> involving employees in lower levels and other resources.</p> <p><b>Interpersonal skills:</b> Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.</p> <p><b>Qualifications and experience:</b> Employees at this level supplement base level professional qualifications with additional skills training. <u>Considerable practical experience</u> or skills training is required to effectively control key elements of the job.</p>
Manager Special Projects	

### Level 9.1 and 9.2

#### Manager Corporate Services

Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a strategic plan aligned management function. Level 9 also covers experienced professionals.

#### Manager Development & Environmental Services

**Authority and accountability:** Accountable for the effective management of major sections or projects within their area of expertise. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.

#### Manager Community Infrastructure

**Judgment and problem solving:** Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.

**Specialist knowledge and skills:** Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

**Management skills:** Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.

**Interpersonal skills:** Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.

**Qualifications and experience:** Employees will have a relevant degree or equivalent with extensive practical experience.

### Level 10.1 and 10.2

Manager Operations	<p>Level 10 positions can be described as those which have a <u>management focus</u> upon the attainment of <u>operational and strategic objectives</u>.</p> <p><b>Authority and accountability:</b> Makes <u>determinative decisions</u> and is <u>accountable under delegated authority</u>. Influences day-to-day and/or strategic direction of a department. May lead <u>development and/or implementation of policy</u>.</p> <p><b>Judgment and problem solving:</b> <u>Resolution of problems</u> which require <u>analytic reasoning</u> and integration of wide-ranging and complex information. High level of independence in <u>determining direction</u> and approach to issues.</p> <p><b>Specialist knowledge and skills:</b> Positions require the application of a range of specialist knowledge and skills, including <u>relevant legislation, policies</u> and other areas of precedent.</p> <p><b>Management skills:</b> Application of developed <u>management skills</u> to establish and/or <u>monitor goals and objectives</u>. <u>Manage employees, budgets, work programs or major projects</u> of the employer or a department utilising <u>leadership, evaluation and monitoring skills</u> to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively <u>deploy resources, meet changing circumstances and improve services</u>.</p> <p><b>Interpersonal skills:</b> Employees at this level are required to use <u>highly developed interpersonal skills</u> to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.</p> <p><b>Qualifications and experience:</b> Employees require a relevant degree or equivalent and management experience.</p>
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Level 11.1 and 11.2	
Director Corporate & Community Services	<p>Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes <u>senior executive officers who relieve in the role of CEO</u> (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</p> <p><b>Authority and accountability:</b> Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.</p> <p><b>Judgment and problem solving:</b> Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p><b>Specialist knowledge and skills:</b> Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.</p> <p><b>Management skills:</b> Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p><b>Interpersonal skills:</b> Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.</p> <p><b>Qualifications and experience:</b> Positions require a relevant degree or equivalent and significant management experience.</p>
Chief Executive Officer	Chief Executive Officer
Chief Executive Officer	As per Contract of Employment.

**APPENDIX C - EMPLOYEE TRANSITION**

<b>Classification under UCA &amp; ECA</b>	<b>Relevant Employee/s</b>	<b>New Level 1st July 2010</b>
GRADE 4 YEAR 1	Todd McFarlane	LEVEL 1.1
GENERAL OFFICER LEVEL 1.6	Marla Brown	LEVEL 1.2
GENERAL OFFICER LEVEL 2.1 & GRADE 6 YEAR 3	Stacey Childs, Kylie Jericho, Sue Heath, Max Coulson, Peter Anderson, Kye Bryant, Irene Hird, Dietmar Kruger, John Meffert, Martin Morris, Brenton Mortimer, Tom (Ian) Phillips, Bronte Tiller, Jason Watson, David Welsh	LEVEL 2.1
GENERAL OFFICER LEVEL 2.2	Helen Aplin	LEVEL 2.2
	* Nyssa Marshall, * Carina Sawley, * Lisa Clements	LEVEL 2.2 transition to LEVEL 3.1 on next increment date in 2010
GRADE 8 YEAR 2 & GENERAL OFFICER LEVEL 2.3	Bronte Rohrlach, Tamara Simunov	LEVEL 3.1
GENERAL OFFICER LEVEL 2.4	Kathryn Woolford, Linnea Mead, Julie Nickolai	LEVEL 3.2
GENERAL OFFICER LEVEL 3.1		LEVEL 4.1
GENERAL OFFICER LEVEL 3.2	Calvin Hoye	LEVEL 4.2
GENERAL OFFICER LEVEL 3.3 & SUPERVISOR LEVEL 2 OTHER	Lynne Jolley, Michael Fowler, Clinton Ryan	LEVEL 5.1
GENERAL OFFICER LEVEL 3.4	Kerry Collins, Kathryn Porter, Helena Jones, Kelly Bowyer	LEVEL 5.2
GENERAL OFFICER LEVEL 4.1		LEVEL 6.1
GENERAL OFFICER LEVEL 4.4	Emma Pearson, Aaron Price, Tony Manuel	LEVEL 6.2
GENERAL OFFICER LEVEL 5.1		
GENERAL OFFICER LEVEL 6.1	Louise Mrdjen	LEVEL 8.1
GENERAL OFFICER LEVEL 6.3	Janet Grocke	LEVEL 8.2
SENIOR MANAGER LEVEL 2.2	Jo Calliss, Nigel Melzner	LEVEL 9.1
SENIOR MANAGER LEVEL 2.3	Bob Milic	LEVEL 9.2
SENIOR MANAGER LEVEL 3.1		LEVEL 10.1
SENIOR MANAGER LEVEL 3.2	Craig Matena	LEVEL 10.2
DIRECTOR LEVEL 4.1		Level 11.1
DIRECTOR LEVEL 4.2	Katrina Allen	Level 11.2
CEO	Geoff Dodd	CEO

