

CITY OF PORT LINCOLN ENTERPRISE BARGAINING AGREEMENT 2013 - 2014

File No. 4309 of 2013

This Agreement shall come into force on and from 3 December 2013 and have a life extending for a period of until 30 June 2014.

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

DATED 4 DECEMBER 2013.



A handwritten signature in black ink, appearing to be 'David St...'.

COMMISSION MEMBER



Enterprise Bargaining Agreement 2013-2014

Record Number: N20132417

File Ref: 12.44.1.10



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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 2013-2014.

1.2. DEFINITIONS

ASU	shall mean the Australian Municipal, Administrative, Clerical and Services Union.
Award/s	shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	shall mean the Australian Workers Union.
CEO	shall mean the Chief Executive Officer of Council.
Commission	shall mean the South Australian Industrial Relations Commission.
Consultation	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.
Continuous Service	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.
Council	shall mean the Corporation of the City of Port Lincoln.
EBA Working Party	shall consist of Employee and Employer representatives for the purpose of negotiation of the Enterprise Bargaining Agreement.
Employee	shall mean an employee of Council excluding externally funded project officers or person engaged by Council in the operations of sporting, entertainment or community facilities.
Employer	shall mean the Corporation of the City of Port Lincoln.
Employment Agreement	shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
Employment Contract	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.

Employee Representative	shall mean an employee elected by other employees to the EBA working party.
Flexi –time	shall mean time accumulated for overtime hours worked in exchange for time taken off with remuneration.
Full Time	A full time employee is an employee who is engaged for 75 hours ordinary time
Health and Safety Representative	shall mean an employee elected by the employees of a worksite under the provisions of the Work Health and Safety Act to be a member of the Work Health and Safety Committee of Council.
Immediate Family	(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; (c) any member of the person’s household (d) any other person who is dependant of the person’s care.
Indoor Staff	Employees primarily engaged in and employed in Library or Administration.
Leave Entitlements	Leave entitlements for part time employees will be pro-rata of that of a full time employee based on their average standard hours over the relevant 12 month period
Line Manager	shall mean an employee who is responsible for management of a work area and the staff employed in that work area.
Local Government Employee Award	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.
Ordinary Time	hourly rate of pay as per employment contract / agreement.
Work Health and Safety Committee	shall mean the committee formed under the provisions of the Work Health and Safety Act for Council.
Outdoor Staff	Employees employed in the Parks and Gardens, Civil Operations and the Depot.
Probationary Period	shall mean the testing or trial of a person’s conduct and qualifications over the time frame indicated by Council.

Remuneration	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.
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.
Superannuation Contribution	Contributions which the employer must pay to StatewideSuper 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
Supervisor/Team Leader	shall mean an employee who is responsible for the day to day supervision of employees of a work area.
TOIL	'Time Off In Lieu' shall mean additional ordinary hours which are worked by outdoor staff to be taken as paid leave in lieu of a cash payment.
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 Administration, Library, and Depot.

1.3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing on 1 July 2013 and conclude on 30 June 2014.

1.4. PARTIES BOUND

This Agreement is binding on:

The Corporation of the City of Port Lincoln and Employees of Council as defined but exclusive of the Chief Executive Officer and the Deputy Chief Executive Officer

1.5. RELATIONSHIP TO AGREEMENTS PRIOR TO 1 JULY 2013

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

1.6. RELATIONSHIP TO AWARDS

This Enterprise Bargaining Agreement in conjunction with Council's Human Resource Management Policy 12.63.14 (Appendix C) operates to exclude the application of the LGE and SAMSO Awards to the extent of inconsistency with the awards. The parties agree that the past salary increases granted pursuant to all prior Agreements, include the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the LGE Award and Clause 4.4 Allowances of the SAMSO Award that are either silent or amended in the Enterprise Bargaining Agreement or the Human Resource Management Policy 12.63.14.

2. SECTION TWO - EMPLOYEE RELATIONS

2.1. 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 redundancies will be the normal means of adjustment in those situations where organisational change results in positions being no longer required.

2.2. TARGETED SEPARATION PACKAGE AND FORCED REDUNDANCY

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.

2.3. 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 Chief Executive Officer who, will examine the matter and provide a report and recommendation to Council.

Council, through the Chief Executive Officer, 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.

Resolution of all other industrial matters shall be in accordance with the Dispute Grievance Resolution Procedures as detailed in Council's Human Resource Management Policy 12.63.14 (Appendix C)

2.4. HUMAN RESOURCE MANAGEMENT POLICY

Council will continue to provide staff with additional employee benefits as outlined in the Human Resource Management Policy 12.63.14. For the life of this agreement any amendments to the Human Resource Management Policy 12.63.14 shall not reduce the payment of, or opportunity for staff to access, the following minimum benefits:

- Up to \$500.00 subsidy per financial year, non accumulative for the purchase of corporate uniform.
- Annual Skin Screening Checks
- Annual Flu Immunisations
- LGA Healthy Lifestyle Program
- Up to two hours per occasion to donate blood at a recognised Red Cross Blood Donor Centre (excluding Casual Employees)

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. INDOOR STAFF

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

3.3. 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 worked per fortnight to be 76.5 hours.

Outdoor staff will have a Rostered Day Off (RDO) fortnightly or as negotiated with their Line Managers to best fit with works programs or public holiday periods.

3.3.1. Civil Operations

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

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

3.3.2. Depot

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

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

3.3.3. Parks and Gardens

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

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

3.4. MEAL BREAKS

Employees are allowed a break or breaks of up to 20 minutes combined, which is counted as time worked. The break/s shall be taken at the location at which the employees are engaged in work activities on the day(s) the break/s is taken. Employees should give consideration to other work colleagues and only take such break/s when convenient to work operations and with minimal disruption to customer service.

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.

3.5. HIGHER DUTIES

3.5.1. Duties in Addition to Own Duties

An employee directed by the CEO 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.

3.5.2. 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.

3.5.3. Payment

Provided that the employee directed to perform higher 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 Dispute Grievance Resolution Procedure as outlined in the Human Resource Management Policy 12.63.14 as amended from time to time.

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.

3.6. CASUAL EMPLOYEES

A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment. Casual loading will be as per the applicable Award.

3.7. PART TIME EMPLOYEES

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

A part time employee is an employee who:

- works less than the full time hours of their respective work areas;
- has reasonably predictable hours of work; and
- 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 may be offered additional hours where practical to do so before additional employees are engaged.

3.7.1. Applying for Part Time Employment

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

The 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.

3.8. DRIVERS AND OTHER WORK RELATED LICENCES

An employee who during the course of their normal duties requires a driver's 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 by completing 12-35-T11 and providing the necessary documentation.

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.

3.9. 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. Any request for variation to an individual employee's employment contract or agreement shall be submitted in writing and confirmed by both parties completing and signing 12-62-T27 'Amendment To Employment Arrangement'.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. 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.

4. SECTION FOUR - PAY MATTERS

4.1. ADDITIONAL HOURS

Hours accrued as TOIL or flexi time shall not exceed 40 hours unless prior authorisation is given by the CEO.

Accrued TOIL or flexi is to be taken at a time which is mutually agreed by the employee and their Line Manager/Supervisor to meet the needs of the work area. When taking TOIL or flexi for periods of more than half of an employee's standard day, a leave application form should be completed and authorised prior to taking the leave. Absences from work taken as TOIL or flexi time are to be recorded 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.

4.2. FLEXI TIME – INDOOR EMPLOYEES

When an employee works in excess of their standard hours of work on any one day inside the ordinary span of hours, the additional time worked shall accrue as flexi time.

Full time Employees are required to be at work during the core business hours of the department in which they are employed. Additional time worked is only permitted if an employee's workload requires it. Employees can not exceed 30 mins of accrued flexi time per day without the prior approval of the employee's line manager.

Attendance at meetings, seminars and 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.

4.3. STANDARD HOURS VARIATION

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

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

4.4. TOIL – OUTDOOR EMPLOYEES

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.

TOIL will be accrued on the LAST WORKING DAY of the pay fortnight and should be marked accordingly on the timesheet

TOIL is ONLY accrued when the employee has physically worked on the last working day of the pay fortnight.

TOIL is NOT accrued or recorded whilst on any type of leave (leave entitlement will be reduced and paid at 7.00 hours on the last working day of the pay fortnight)

TOIL is NOT accrued if a PUBLIC HOLIDAY falls on the LAST WORKING day of the pay fortnight (the Public Holiday will be paid at 7.00 hours)

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

4.5. 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.

4.6. OVERTIME – OUTDOOR EMPLOYEES

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.

4.7. 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:

- On a day other than their standard days of work
- after having completed their standard hours of work and having signed off for the day are required to undertake further work on behalf of Council.

with or without receiving prior notice of the requirement to work a call back.

4.7.1. Call Back Payments

There are 3 different circumstances where Call Back payments apply.

- A. An employee who is called back to work inside the ordinary span of hours on a day that is not their standard working day.
- B. An employee who has already worked their standard hours for the day and is called back to work, after having signed off for the day and recommences work inside of ordinary span of hours.
- C. An employee who is called back to work outside of the ordinary span of hours.

Employees called back under 'A' will be paid for a minimum of two hours work at ordinary time or for each hour so worked at their normal rate of pay.

Employees called back under 'B' or 'C' will be paid for a minimum of two hours or at time and a half which ever is the greater.

An Indoor employee working on a call back may choose to be paid cash or accrue flexi time at the appropriate payment rate.

An Outdoor employee working on a call back will be paid cash at the appropriate payment rate.

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

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

This clause does not apply to employees undertaking weekend work at the Library as per clause 4.7.3 *Call Back Rates – Library Out of Ordinary Span of Hours Openings* or whilst being considered as in receipt of an on call allowance as per clause 4.8 *On Call Allowances*.

4.7.2. Additional Call Backs

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.

4.7.3. Call Back Rates – Library Out of Ordinary Span of Hours Openings

A fixed rate per hour will apply to all employees, regardless of usual classification, who undertake customer service duties in the Library outside of the ordinary span of hours.

The hourly rate of \$50.00 per hour will be paid at time and does not attract any further penalty payment. Time worked at the Library under this clause is on a cash payment basis only and can not be accrued as flexi time or TOIL as an alternative.

4.7.4. Call Back Rate - “On Call” Employees

A fixed rate per hour will apply to all employees, regardless of usual classification, who undertake On Call duties whilst in receipt of the On Call Allowance. Each call out will attract a minimum 2 hour payment.

The hourly rate of \$50.00 per hour will be paid at time and does not attract any further penalty payment. Time worked on a call back under this clause is on a cash payment basis only and can not be accrued as flexi time or TOIL as an alternative.

4.8. ON CALL ALLOWANCES

An employee receiving a formal instruction¹ by Council to be available for On Call duty outside of the employee’s 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 OR a day preceding a Public Holiday	\$30.00
Saturday	\$60.00
Sunday	\$60.00
Public Holidays	\$60.00

Should an employee be required to attend a call back they will be entitled to the provision of the Call Back Rate - “On Call” Employees 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 - Human Resource Management 12.63.14 as amended from time to time.

An employee will not be requested to be on call whilst on any form of leave, however they may nominate to if they wish.

¹ From a Senior Officer or Line Manager. Employees classified a Level 9 or higher are not entitled to an On Call Allowance.

4.9. LOCAL GOVERNMENT ELECTIONS

Where an employee nominates and has been endorsed to be involved in Council Elections, rates of pay will be as negotiated at the time of an election by the Returning Officer.

4.10. OVER PAYMENT OF SALARY

Any overpayment of salary will be recovered from an employee's future pay/s. If an employee receives an overpayment of salary they will be advised in writing of the amount of overpayment and the amount that will be deducted from future pays until the overpayment is fully recovered. The overpayment must be recovered in a timely manner without putting the employee under undue financial stress.

4.11. SUPERANNUATION

Council will pay a Superannuation contribution, for each employee, no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992, to the StatewideSuper Industry Fund.

4.11.1. Additional Matched Superannuation

Employees who choose to personally contribute to their StatewideSuper Fund account will receive an additional superannuation contribution payment from Council matching their level of contribution, not inclusive of contribution tax if salary sacrificing, up to a maximum additional council contribution of 3% exclusive of the amount required to be paid under the Superannuation Guarantee (Administrative) Act 1992.

4.12. CLASSIFICATION CRITERIA

Employment positions with the City of Port Lincoln will be based on the Classification Criteria schedule as per APPENDIX B – CLASSIFICATION CRITERIA

4.13. RATE OF PAY INCREASES

Under this agreement effective the 1st July 2013 employees will be entitled to a 3.00% increase to their hourly rate of pay as listed in APPENDIX A - RATES OF PAY

4.14. NO FURTHER INCREASES

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

5. SECTION FIVE - LEAVE ENTITLEMENTS

This section applies to all employees, other than casual employees

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 at a time agreed between the employer and the employee not more than 12 months after it becomes entitled.

Employees should apply for annual leave on Leave Application Form 12-52-T3 a minimum of 4 weeks before their intended date.

Special arrangements or exemptions will be at the CEO's discretion, which includes application to take annual leave before it becomes entitled.

Annual leave will not be paid in advance.

No leave loading will apply

5.2. CHRISTMAS CLOSURE DAY

On recognition of improvements to productivity and efficiency, Council shall provide 4 hours of leave to each employee on their last working day prior to the public holidays associated with Christmas.

5.3. 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 permissible 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.

5.4. COMMUNITY AND EMERGENCY SERVICES MEMBERSHIP LEAVE

As per Council policy Human Resource Management 12.63.14 as amended from time to time.

5.5. LONG SERVICE LEAVE

Long Service Leave (LSL) will accrue as per the Long Service Leave Act 1987.

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.

Absence on leave without pay, including parental leave, will not break an employee's continuity of service, and will be taken into account in calculating the employee's period of service.

Long Service Leave is calculated pro-rata for periods of leave without pay, including Parental Leave, part time or casual employment.

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 week. Access of Long Service Leave of less than 1 week will be at the discretion of the Chief Executive Officer and an employee's Individual circumstances will be taken into consideration.

Employees shall apply by Leave Application Form 12-52-T3 a minimum of 8 weeks before their intended date.

Where an employee has applied to take long service leave, 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 clause 3.5.2 Backfilling of Vacancy.

5.6. PARENTAL LEAVE AND RETURN TO WORK

Entitlement and access to Parental will leave will be as per the Fair Work Act 1994 (SA), and the following provision:

- An employee is entitled to 52 weeks of unpaid parental leave after 12 months continuous service.
- The amount of unpaid parental leave an employee can take is reduced by any paid leave taken by the employee and any period of parental leave taken by the employee's spouse or domestic partner for the same child.
- 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 some or all of their Long Service Leave entitlement prior to accessing unpaid parental leave
- Payments received from the Federal Government's 'Paid Parental Leave' and 'Dad and Partner' schemes do not reduce the amount of leave an employee can take.
- Outside of paid leave entitlements, Council has no other financial obligation to an employee who is on Parental Leave.

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

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.

5.7. RETURN TO WORK

An employee may alter the agreed return to work date once by advising Council in writing not less than 10 weeks prior to the initial return date.

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

- They wish to return to a position commensurate in level and employment status to the position held prior to taking parental leave OR
- They wish to apply for a part time role as per 3.7.1 Applying for Part Time Employment OR
- They will not be returning to work and are providing notice of resignation.

5.8. PURCHASED LEAVE

Employees may purchase one week's additional leave in a six month period, being January to June, or July to December, with a maximum of 2 weeks being approved in a 12 month period (pro-rata for part time employees). The dates of the intended period of purchased leave, and where applicable other leave types which may be taken in conjunction, must be advised at the time of application. If the employee's circumstances change, the proposed dates may be varied once only, or if cancelled any payroll deductions will be reimbursed.

A request will not be automatically granted, and approval will depend upon the operational requirements of Council and the amount of all other accrued leave.

Applications for Purchased Leave should be made at least three months prior to the time in which an employee intends to take the leave to enable staff planning and payroll administration.

Employees must fully fund any approved purchased leave by payroll deductions prior to taking the leave.

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

The accrual of all other leave entitlements shall remain unchanged.

5.9. SICK LEAVE

Entitlement and access to Sick Leave will be as per the Fair Work Act 1994 (SA) and the following provisions:

Employees are entitled to 10 working days per year of service of paid sick leave (pro rata for part time employees) and the entitlement is accumulative.

An employee who has an accrued sick leave credit is entitled to take paid sick leave if the employee is too sick to work.

Employees must notify the employer of their intention to take sick leave as per the Fair Work Act 1994 (SA) and the notification requirements in the Human Resource Management Policy 12.63.14 as amended from time to time.

Payment of sick leave is contingent on the production of a medical certificate or reasonable evidence of the inability to attend work due to illness or injury, to the satisfaction of the employee's Line Manager.

5.9.1. Carer's/Personal Leave

An employee with sick leave credit may use up to 5 days of their annual sick leave entitlement, non accumulative, each entitlement year:

- to care for or support a member of their immediate family because of personal illness or injury
- for an unexpected emergency affecting the employee or an immediate member of their family.

Employees must notify the employer of their intention to access their accrued sick leave for carer's/personal leave as per the Fair Work Act 1994 (SA) and the notification requirements in the Human Resource Management Policy 12.63.14 as amended from time to time.

Payment of Carers/Personal leave from an employees accrued sick leave entitlements is contingent on the production of reasonable evidence, to the satisfaction of the employee's Line Manager, of the need for the employee's care or support for a family member or the details of the unexpected emergency.

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 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

.....

Geoff Dodd
Chief Executive Officer

Witness Signature:

On this **29th** day of **AUGUST** **2013**

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

Nominee Signature:..... Nominee Signature:.....

Nominee Name: **Kerry Collins** Nominee Name: **David Welsh**

Witness Signature:..... Witness Signature.....

Nominee Signature:..... Nominee Signature:.....

Nominee Name: **Calvin Hoye** Nominee Name: **Bronte Rohrlach**

Witness Signature:..... Witness Signature.....

Nominee Signature:

Nominee Name: **Kathryn Porter**

Witness Signature:

On this **29TH** day of **AUGUST** **2013**

8. APPENDIX A - RATES OF PAY

Trainee rates will be as per National Training Wage, or as otherwise approved by the Council's CEO.

Classification Level	Comparative Classification		1 st July 2013	
	SAMSO	LGE	Hourly Rate	Per Fortnight
LEVEL 1.1	GENERAL OFFICER LEVEL 1	GRADE 1 to GRADE 4	24.2671	1820.03
LEVEL 1.2			25.0665	1879.99
LEVEL 2.1	GENERAL OFFICER LEVEL 2.1 & 2.2	GRADE 5 to GRADE 6	26.2650	1969.88
LEVEL 2.2			26.8360	2012.70
LEVEL 3.1	GENERAL OFFICER LEVEL 2.3 & 2.4	GRADE 7 to GRADE 8	27.4069	2055.52
LEVEL 3.2			28.1498	2111.23
LEVEL 4.1	GENERAL OFFICER LEVEL 3.1 & 3.2	GRADE 7 – LEADING WORKER	28.9490	2171.18
LEVEL 4.2			29.6908	2226.81
LEVEL 5.1	GENERAL OFFICER LEVEL 3.3 & 3.4	GRADE 8 - LEADING WORKER	30.6043	2295.32
LEVEL 5.2			31.2330	2342.48
LEVEL 6.1	GENERAL OFFICER LEVEL 4		32.0323	2402.42
LEVEL 6.2			34.3727	2577.96
LEVEL 7.1	GENERAL OFFICER LEVEL 5		35.1156	2633.67
LEVEL 7.2			36.8285	2762.14
LEVEL 8.1	GENERAL OFFICER LEVEL 6		37.9705	2847.79
LEVEL 8.2			40.5393	3040.45
LEVEL 9.1	SENIOR OFFICER LEVEL 2		43.1093	3233.20
LEVEL 9.2			44.4221	3331.66
LEVEL 10.1	SENIOR OFFICER LEVEL 3		45.7924	3434.43
LEVEL 10.2			47.5052	3562.89
LEVEL 11.1	SENIOR OFFICER LEVEL 4		50.9312	3819.84
LEVEL 11.2			52.6440	3948.30

9. APPENDIX B – CLASSIFICATION CRITERIA

Level 1.1 and 1.2	
	<i>Level 1 covers entry level for employees with minimal experience and qualifications.</i>
Authority and accountability:	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.
Judgment and problem solving:	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.
Specialist knowledge and skills:	Job specific knowledge and skill are obtained through on-the-job training and workplace-based induction training.
Management skills:	Not required at this level.
Interpersonal skills:	Limited to basic communications with other staff and with the public (possibly Outdoor)
Qualifications and experience:	An employee in this level will have commenced on-the-job training, which may include an induction course.
Level 2.1 and 2.2	
	<i>Level 2 covers operational and administrative employees undertaking duties and responsibilities in excess of Level 1 with relevant local government industry or equivalent</i>
Authority and accountability:	Completion of basic tasks involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.
Judgment and problem solving:	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 resolve minor problems that relate to immediate work tasks.
Specialist knowledge and skills:	Obtained through on-the-job training and workplace induction training. May include off-the-job training 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.
Management skills:	Not required at this level.
Interpersonal skills:	Limited to basic communications with other staff and with the public (possibly Outdoor)
Qualifications and experience:	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 relevant Council plant.

Level 3.1 and 3.2	
	<i>Level 3 covers operational and administrative employees with relevant experience undertaking duties and responsibilities in excess of Level 2</i>
Authority and accountability:	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.
Judgment and problem solving:	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.
Specialist knowledge and skills:	Application of developed skills acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.
Management skills:	Not required at this level.
Interpersonal skills:	Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.
Qualifications and experience:	Qualifications or relevant experience 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	
	<i>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 significant relevant local government experience may also be classified in this level.</i>
Authority and accountability:	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.
Judgment and problem solving:	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.
Specialist knowledge and skills:	Requires demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.
Management skills:	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>Interpersonal skills:</p> <p>Qualifications and experience:</p>	<p>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 resolution of routine and usual matters.</p> <p>Qualifications or relevant experience in accordance with the requirements of work in this level which may be acquired through: (a) a trade certificate or equivalent; (b) completion of accredited/industry-based training courses equivalent to a Certificate IV (non-trade); and/or (c) knowledge and skills gained through on-the-job training.</p>
<p>Level 5.1 and 5.2</p>	
<p>Authority and accountability:</p> <p>Judgment and problem solving:</p> <p>Specialist knowledge and skills:</p> <p>Management skills:</p> <p>Interpersonal skills:</p> <p>Qualifications and experience:</p>	<p><i>Level 5 covers technical, administrative and trades employees undertaking duties and responsibilities in excess of Level 4.</i></p> <p>The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.</p> <p>Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Available from other staff in the work area in solving problems.</p> <p>Specialist knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.</p> <p>May require skills in co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead large groups of employees at the 'work face'.</p> <p>Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.</p> <p>Positions require thorough working knowledge and experience 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: (a) post-trade certificate and/or other post-secondary qualification below diploma or degree; or (b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level.</p>

Level 6.1 and 6.2	
Authority and accountability:	<p><i>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.</i></p> <p>May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.</p>
Judgment and problem solving:	<p>Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.</p>
Specialist knowledge and skills:	<p>Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.</p>
Management skills:	<p>May provide higher level supervision 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 understanding and implementation of relevant employment policies and practices.</p>
Interpersonal skills:	<p>Skills to communicate with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.</p>
Qualifications and experience:	<p>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 : (a) diploma or advanced diploma, degree; or (b) appropriate in-house training or equivalent.</p>
Level 7.1 and 7.2	
Authority and accountability:	<p><i>Level 7 covers specialist technical employees undertaking duties in excess of Level 6</i></p> <p>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.</p>
Judgment and problem solving:	<p>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.</p>

<p>Specialist knowledge and skills:</p>	<p>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.</p>
<p>Management skills:</p>	<p>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.</p>
<p>Interpersonal skills:</p>	<p>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.</p>
<p>Qualifications and experience:</p>	<p>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.</p>
<p>Level 8.1 and 8.2</p>	
<p>Authority and accountability:</p>	<p><i>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 major impact upon the day-to-day operations of a function, department or work area of the employer.</i></p> <p>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 conceptual than definite).</p>
<p>Judgment and problem solving:</p>	<p>Positions require the interpretation of information and development of suitable procedures 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 analysis of data to reach decisions and/or determine progress.</p>
<p>Specialist knowledge and skills:</p>	<p>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>Management skills:</p>	<p>Technical employees at this level may manage more complex projects involving people and other resources. Professional employees at this level may manage minor projects and work teams involving employees in lower levels and other resources.</p>
<p>Interpersonal skills:</p>	<p>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>Qualifications and experience:</p>	<p>Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job.</p>

Level 9.1 and 9.2	
Authority and accountability:	<p><i>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.</i></p> <p>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.</p>
Judgment and problem solving:	<p>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.</p>
Specialist knowledge and skills:	<p>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.</p>
Management skills:	<p>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.</p>
Interpersonal skills:	<p>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.</p>
Qualifications and experience:	<p>Employees will have a relevant degree or equivalent with extensive practical experience.</p>
Level 10.1 and 10.2	
Authority and accountability:	<p><i>Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.</i></p> <p>Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.</p>
Judgment and problem solving:	<p>Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p>

<p>Specialist knowledge and skills:</p> <p>Management skills:</p> <p>Interpersonal skills:</p> <p>Qualifications and experience:</p>	<p>Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.</p> <p>Application of 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>Employees 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 conflict.</p> <p>Employees require a relevant degree or equivalent and management experience.</p>
<p>Level 11.1 and 11.2</p>	
<p>Authority and accountability:</p> <p>Judgment and problem solving:</p> <p>Specialist knowledge and skills:</p> <p>Management skills:</p> <p>Interpersonal skills:</p> <p>Qualifications and experience:</p>	<p><i>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 senior executive officers who relieve in the role of CEO (but not the chief executive officer, or the Deputy Chief Executive Officer, however described) who have overall responsibility and accountability for a number of significant functions.</i></p> <p>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>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>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>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>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>Positions require a relevant degree or equivalent and significant management experience.</p>



City of Port Lincoln



Port Lincoln - Seafood Capital of Australia

POLICY DOCUMENT

12.63.14

Policy Name	HUMAN RESOURCE MANAGEMENT
Policy No	12.63.14
Reviewed By	Lynne Jolley Senior Corporate Services Officer
CEO Authorisation	Katrina Allen Acting Chief Executive Officer
Review Details	Date Adopted: 8 October 2013 Date Reviewed: 9 August 2013 Next Review Date: 1 st July 2014

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This policy is to be read in conjunction with the current City of Port Lincoln Enterprise Bargaining Agreement.

SECTION ONE - ALLOWANCES**1. FIRST AID**

Where Council requires an employee to hold and act upon a first aid certificate an allowance of \$20.00 will be paid per fortnight in respect of each fortnight that the employee is the nominated first aid officer and will be in accordance with One System Procedure OSPR014 OHS&W First Aid

2. ON CALL ALLOWANCE (EB CLAUSE 4.8)

Refer to the current City of Port Lincoln Enterprise Bargaining Agreement for On Call and Call Back definitions and entitlements in conjunction with this paragraph.

2.1. STATE OF READINESS

A Council employee rostered to be On Call will be required to be in a state of readiness at all times for the duration of the On Call period.

A state of readiness requires the employee to meet the following requirements:

- Not under the influence of alcohol and drugs
- Contactable and within the City of Port Lincoln area to ensure prompt attendance to call backs (i.e. within 15 minutes.)

2.2. VEHICLE

An employee must use the designated council vehicle for all call backs.

3. USING A PRIVATELY OWNED VEHICLE

Employees should only use their own vehicles for Council purposes during business hours, if a Council vehicle is unavailable and the employee has been directed by the CEO or their Line Manager to do so.

Where an employee is authorised or directed to use their own vehicle on or in connection with the business of Council, the employee shall be paid an allowance based on a rate per kilometre as set down by the Australian Taxation Office at the time the cost was incurred.

SECTION TWO – TOOLS OF TRADE**4. COUNCIL ISSUED MOBILE TELEPHONES**

To provide for improved communication and improvements in work practices, Council will issue mobile telephones to employees in the following positions:

Chief Executive Officer
Deputy Chief Executive Officer
Manager Corporate Services
Operations Manager
Community Infrastructure Manager
Manager Development & Environmental Services
Civil Operations Supervisor
Parks & Gardens Supervisor
Plant & Infrastructure Maintenance Officer
Development Officer – Building
Compliance Officer
Environmental Health Officer

Employees are required to take care of and operate the telephone in accordance with the instruction manual, so as not to breach the warranty on the equipment supplied.

Employees may utilise the phone for limited private purposes. Council may request reimbursement² of private use identified on the account, where:

- the private use is considered excessive³
- private international or interstate calls are identified as excessive
- during periods of extended leave (more than one week)
- a 'higher plan' than is required for business use is negotiated with the employee for the purposes of private use²

All employees issued with a mobile phone shall complete the appropriate Mobile Phone Agreement form in accordance with this policy.

19-2-T1**5. COUNCIL UNIFORM (EB CLAUSE 2.4)**

Council will allocate for eligible employees (Administration or Library) an amount per financial year of \$500.00 (non accumulative) which can be utilised for purchases through the annual catalogue or the 20 day stock service ranges.

Employees must place their own orders directly through the www.lgcollection.com.au website via Option 2: E-Form and are required to pay up front with their credit or as otherwise authorised. The employee's credit card will be charged approximately 4 weeks prior to the uniform being despatched.

² Reimbursement may be payment of a Council Invoice or through payroll deductions. Council may also seek reimbursement of any penalties incurred by Council if the employee opts out of a 'higher plan' arrangements

³ Excessive = In comparison with other officers telephone accounts

Employees can claim a reimbursement via payroll for the uniform purchased prior to receipt of the garments, up to the annual allocation amount, by completing form 7-60-T15 and providing a copy of their order to the payroll officer. Any returns and exchanges are the responsibility of the employee. If an employee cancels their order or returns a uniform pack that they have received payment from Council for, they must advise Council and repay the uniform allowance amount that they received.

If the relevant allocation is unspent at the end of the financial year, it is not carried forward.

Employees agree that they will dress in a manner which is in line with Councils corporate image at all times.

If the approved uniform supplier is unable to supply staff with garments in their size range, or to meet other task orientated requirements, employees are able to order approved embroidered garments that are similar in style and colour to the corporate uniform range from a local supplier. Such items will form part of the \$500 budget allocation⁴.

The CEO shall consult with employees when approving items of staff clothing and uniforms and majority and mutual agreement shall be sought.

7-60-T15

5.1. NEW EMPLOYEES

New employees appointed for at least 12 months will be eligible to receive a once off budget allocation of \$500.00 non-accumulative to purchase uniform in their first year, in addition to the annual allocation, once they have successfully completed their probationary period.

New employees engaged for less than 12 months, will be as determined by senior management.

5.2. CASUAL EMPLOYEES

Provision of a uniform budget allocation for casual employees will be as determined by senior management.

6. PERSONAL PROTECTIVE EQUIPMENT & CLOTHING

As per Council's duty of care and obligations under the Work Health & Safety Act 2012 and Regulations, employees will be provided with, at no cost to the employee, protective clothing and safety apparel which comply with Australian Standards.

For employees working predominantly outdoors or in construction and maintenance duties the following shall be supplied and shall be worn in accordance with the Employee's responsibilities under the Work Health & Safety Act 2012.

⁴ This budget allocation is in addition to items which fall under the PPE & Clothing Clause requirements for relevant employees

6.1. PROTECTIVE CLOTHING & FOOTWEAR

Employees are to be clothed in a manner which is in line with Councils corporate image and meets SunSmart best practice, and as such will be provided with the following protective clothing items:

- ITEM 1** Work clothes consisting of a combination of the following to a maximum of 4 garments:
1a: Long sleeved shirts
1b: Approved trousers
(Overalls are available on request as a substitute for a pair of trousers and a shirt)
- ITEM 2** A windcheater
- ITEM 3** Approved safety footwear
- ITEM 4** Jacket or other suitable overcoat
- ITEM 5** Wet weather gear
- ITEM 6** Hi-vis safety clothing
- ITEM 7** Broad brim hat

An annual uniform order of items 1, 2 and 3 will be made available for all applicable employees each financial year, as well as replacement of protective clothing and safety apparel on a fair wear and tear basis.

New employees may order a double allocation of items 1 and 2 above on commencement of employment. In the interim period awaiting delivery, new employees will ensure that they dress appropriately for the work that they perform.

6.2. EAR, EYE, HAND PROTECTION

Ear, eye and hand protective apparel will be issued to each employee and is to be worn by employees in appropriate circumstances and as directed by a Supervisor or Line Manager.

6.2.1. Prescription Safety Glasses

Applications for prescription safety glasses must be made on Template 12-35-T8 'Supply Or Repair Of Prescription Safety Glasses' and should be completed and submitted for approval **PRIOR TO PURCHASE.**

Prescription safety glasses which conform to the requirements of AS/NZS 1337.6:2007 will be issued to Outdoor Staff who require safety glasses to perform their work duties. Prescription safety glasses issued under this policy are solely intended for use at work. Council will cover the cost of:

- a conventional style frame as specified by Council and
- supply and fitting of lenses.

Council **will not pay** for the cost of eye testing, variation to approved frames, tinting, polarised lenses or other additional items or for the cost of replacing prescription safety glasses that have been lost, stolen or damaged outside of work.

Frames that have been damaged in the performance of work duties will be replaced as required or when no longer conforming to the standard. Lenses will be replaced when damaged or a change in prescription is required.

Employees are responsible for maintaining the glasses in a clean and safe condition and must not tamper in any way with the frames or lenses as issued.

[12-35-T8](#)

6.3. SAFETY JACKETS

Employees required to work on or around roads and footpaths will be supplied with and are required to wear high visibility vests and/or jackets in accordance with legislative requirements and standards.

6.4. SPRAYING ACTIVITIES

Council will endeavour to purchase only those weedicides, herbicides, fungicides and /or insecticides which do not pose a threat to the health and safety of its employees, however any employee required to operate a knapsack spray, power spray or any other type of equipment used for the distribution of any weedicide, herbicide, fungicide and /or insecticide or engaged in the preparation or mixing of such substances will be supplied with suitable protective clothing, which meet the required standards eg: masks, gloves, boots and/ or other necessary equipment, for the employees protection from contamination.

Shower facilities are to be provided to employees using materials where manufacturer's instructions require such precautions to be taken.

6.5. UV PROTECTION

Employees whose Employment Contract or Employment Agreement and/or Job Description requires them to undertake the majority of their activities outside of either the Civic Centre or the Library will be required to wear Long Sleeve Shirts and Long Pants that comply with Australian Standards.

Council encourages SunSmart practices including wearing of broad brim hats, sunscreen and sunglasses when outdoors on days of UV index over 3, and will be supplied with appropriate items as required. Refer to www.bom.gov.au for SunSmart UV Alert.

6.6. OTHER PERSONAL PROTECTIVE EQUIPMENT (PPE)

Provision of other personal protective equipment for all Council employees will be by agreement with the Supervisor or Line Manager and will comply with the appropriate standards or other relevant legislation, Council policies and procedures.

7. COUNCIL VEHICLES

7.1. DEFINITIONS

In this Clause, the following definitions apply:

"CONTRIBUTION"

A contribution made by the employee through payroll back to Council for private use of the vehicle to reduce FBT

"COUNCIL BUSINESS"

Use of the vehicle for the purposes of undertaking Council business during hours of work as defined in the current City of Port Lincoln industrial relations agreement/s.

"DESIGNATED DRIVER"

The Council employee to whom the vehicle is assigned. In the case of a leased vehicle, the person named as the designated driver on the lease document.

“FRINGE BENEFITS TAX”

Private use of the vehicle may attract Fringe Benefits Tax (FBT), as per the guidelines of the Australian Taxation Office, the value of which may be declared on the employees Group Certificate each financial year.

“PRIVATE USE - LIMITED”

Use of the vehicle outside of normal working hours for minor, infrequent and irregular trips within the City of Port Lincoln council boundaries only and within the ATO FBT guidelines.

“PRIVATE USE -SOUTH AUSTRALIA”

Use of the vehicle outside of normal working hours anywhere in South Australia.

“STANDARD VEHICLE”

Holden Captiva CX, all wheel drive, diesel, automatic or similar as determined by the CEO

“TRAVEL TO AND FROM WORK”

Use of the vehicle by the employee for travel between workplace and residence during working hours.

“VEHICLE ALLOWANCE”

An allowance made to the employee through payroll in relation to use of vehicle

7.2. ELIGIBLE POSITIONS

Employees in an eligible position who are the designated driver of a Council Vehicle must complete and sign a Council Vehicle Usage Agreement

8-6-T1**GROUP A**

The following eligible employees will have a Standard Vehicle assigned to them for Council Business, Travel To and From Work and for **Private Use – South Australia**:

- Chief Executive Officer
- Deputy Chief Executive Officer
- Manager Corporate Services
- Operations Manager
- Manager Community Infrastructure
- Manager Development & Environmental Services
- Development Officer – Building

The value of **Private Use - South Australia** of the vehicle, as assessed and determined by the CEO, will be taken into consideration when negotiating employment contracts and salary packages for these employees. This value is not part of the employee's cash salary.

The vehicle may, on occasion, be driven by a licensed member of the employee's immediate family. Travel outside of South Australia for private purposes must be requested in writing and authorised by the CEO.

All costs related with the vehicle will be charged to the Council.

Council will calculate FBT for Group A using the Statutory Formula unless prohibited by changes in legislation. Therefore officers will need to record odometer readings as at 1st April and 31st March annually. Plant Sheets or mileage logs will not be required unless the method of calculating FBT is changed due to amendments in legislation.

A variation to Standard Vehicle which may or may not attract additional operating costs must be negotiated with the CEO and incorporated into the contract of employment.

GROUP B

The following employees will have a Council vehicle assigned to them for Council Business and work related travel, travel to and from work and for **Private Use - Limited** within the City of Port Lincoln Council boundaries only. The vehicle may only be driven by the Designated Driver or employees of Council. The employee will be responsible for accurately recording mileage against Council jobs and identifying private use to and from work and the other limited private use as per the definition.

Compliance Officers
Supervisor Parks and Gardens
Supervisor Civil Operations
Plant & Infrastructure Maintenance Officer

GROUP C

The following eligible employees will receive a car allowance and make a **contribution** towards the private use of a Standard Vehicle. A Standard Vehicle will be supplied and will be available to them for Council Business, Travel To and From Work and for **Private Use – South Australia**

Environmental Health Officer

The value of car allowance and contribution will be as assessed and determined by the CEO, and will be taken into consideration when negotiating employment contracts and salary packages for these employees. This value is part of the employee's cash salary.

The vehicle may, on occasion, be driven by a licensed member of the employee's immediate family. Travel outside of South Australia for private purposes must be requested in writing and authorised by the CEO.

All costs related with the vehicle will be charged to the Council.

Council will calculate FBT for Group C using the Statutory Formula unless prohibited by changes to legislation; however FBT payable should be minimal as the employee makes a contribution towards the private use. Therefore officers will need to record odometer readings as at 1st April and 31st March annually. Plant Sheets or mileage logs will not be required unless the method of calculating FBT is changed due to amendments in legislation.

7.2.1. Periods of Leave

Should a **Group B** Eligible Officer be on a period of any type of planned leave in excess of one week, the vehicle must be left at the Council Depot before the leave commences. In the case of unplanned leave, arrangements should be made to return the vehicle to the depot for use as a 'pool vehicle'.

7.2.2. Vehicle to be Available for "On-Call"

If a **Group B** employee is not rostered 'on-call' and their vehicle is required for that purpose by another employee or contractor of Council, then at the direction of the Line Manager, the vehicle shall be returned and collected from the Depot for the 'on-call' period.

7.3. USE OF VEHICLE

During working hours, all Council vehicles are to be treated as pool vehicles and shall be available for use by other employees, if not required by the Designated Driver at the time. Vehicles are to be parked convenient to the Council Office or Council Depot, whichever is applicable.

7.4. FUEL PURCHASE

All fuel, business and private, purchased for Council vehicles shall be purchased using the fuel card/s issued with the vehicle.

7.5. DESIGNATED DRIVER RESPONSIBILITY

The Designated Driver is responsible for:

- maintenance of the vehicle in a clean and tidy condition.
- ensuring that the vehicle is locked and in a secure condition when left unattended, including overnight at the employee's residence.
- any personal effects which may be left and unlawfully removed from the vehicle.
- ensuring that the vehicle is serviced and maintained in accordance with the vehicle warranty.
- accurate completion of the Vehicle Plant Usage Sheet 8-6-T2(Group B)
- obeying all road rules, speed limits and parking restrictions. Where breaches occur the relevant employee shall be responsible for all fines and penalties.
- displaying a Council Logo at all times if issued with the vehicle.
- ensuring that there is no smoking in a Council vehicle as per policy 12.16.32
- compliance with the conditions of lease where applicable (Group A)
- Appropriate use of the vehicle by a member of their immediate family, where applicable (Group A)

8-6-T2

7.6. PRIVILEGE

Any abuse of the use of a Council vehicle or the use of a Council fuel card may result in disciplinary action, or other action, being taken against the employee, and the privilege of use of a Council vehicle as per this policy being withdrawn at the CEO's discretion.

7.7. LOSS OR SUSPENSION OF DRIVERS LICENCE

In the instance where an employee has their drivers licence suspended for any period of time, the vehicle may be allocated to another employee.

Group A - Although the Private Use value of the vehicle is taken into consideration as part of the employee's Total Salary Package, the employee has no claim against Council for any loss of 'value' during a licence suspension.

7.8. OTHER ARRANGEMENTS

Refer also to the relevant Clause in any employment agreements which may be enforced, at the discretion of the CEO.

SECTION THREE - LEAVE**8. COMMUNITY AND EMERGENCY SERVICES MEMBERSHIP (EB CLAUSE 5.4)**

Council supports employees involvement in Community and Emergency Services Groups (C&ESG) listed below, through the provision of Community and Emergency Services Membership Leave (ESM) for attendance at community emergencies.

Country Fire Service
Metropolitan Fire Service
State Emergency Service
SA Ambulance Services
Justice of the Peace Services

To access the provisions of this clause, Employees need to enter into a Community and Emergency Services Membership Agreement 12-62-T24 with Council.

Council accepts no responsibility for any injuries or other liabilities that arise from such C&ESG or non-Council activity. It is the employee's responsibility to know what liability cover is provided by the C&ESG whilst they are engaged in activities for that group. Employees using this provision must be aware that engagement in such activities are not part of their employment with Council, and must not undertake any activities on behalf of Council whilst performing tasks for the C&ESG.

If an activity is identified that council would normally carry out during the community or emergency work, Council must be contacted to arrange appropriate resources to do the activity, unless it is a time critical activity which the staff member is ordered to do by the community or emergency services group. In such cases, it must be clearly recognised that the activity is one for the community group or emergency services group and not one for Council.

8.1. REQUEST TO ATTEND AN C&ESG CALL

When an employee receives a request from a C&ESG to attend a situation, the employee should consider in the first instance whether or not it is practical for them to leave their work place at that point in time.

They **MUST** then seek authorisation from their Line Manager, or another available Senior Officer.

The Line Manager will determine, based on the court roster or the nature of the emergency call

- if paid ESM Leave is approved
- whether or not the employee can be released from Council duties to attend

The actual time of departure, notification of Line Manager, return to work, and total time taken, must be recorded on form 12-62-T25 in every instance. The total time taken must then be recorded on your time sheet under the appropriate leave type.

This form must be authorised by the Line Manager at the end of the pay period and provided to the payroll officer.

The employee may be required to provide evidence of attendance at the direction of their Line Manager.

8.2. EMERGENCY SERVICES MEMBERSHIP LEAVE

Where the employee is authorised to attend Court duties or an emergency services incident during their normal standard hours of work, Council will continue to provide payment at the ordinary rate of pay until the employee's normal finish time.

The employee will record the time taken (total from 12-62-T25) as leave type Emergency Services Membership 'ESM' on their time sheet.

If the Community and Emergency Services commitment extends beyond a consecutive 5 day period, further approval is to be sought from the CEO prior to making any commitment to the Community and Emergency Service Groups.

8.3. OTHER LEAVE TYPE

If approval is NOT given for the employee to attend the C&ESG callout as ESM leave, and the employee still chooses to attend the C&ESG they will be required to access another form of paid leave, subject to entitlement to such.

All other conditions of this clause still apply.

8.4. USE OF COUNCIL VEHICLES TO ATTEND C&ESG CALLS

Employees who do not have 'private use' of a Council vehicle, but are undertaking Council work which involves being in a Council vehicle at the time of receiving a C&ESG call, may, once their Line Manager has approved their attendance at a C&ESG callout, use that vehicle to travel to and from the courts or the depot of the Emergency Service Group. Employees who use vehicles in this way must be aware that the use is for "private" transport for themselves only and any Community and Emergency Service Group activity must not be undertaken with Council vehicles or equipment.

[12-62-T24](#), [12-62-T25](#), [8-6-T3](#), [8-6-T2](#)

9. SICK LEAVE (EB CLAUSE 5.9)

All employees (excluding casual employees) accrue sick leave as per the current City of Port Lincoln Enterprise Bargaining Agreement and the Fair Work Act 1994

Sick Leave entitlement is only accessible if you are 'too sick to work'. If you are required to care for or support a member of your immediate family because of personal illness or injury or you have an unexpected emergency affecting you or an immediate member of your family you can take Carer's/Personal Leave as per the provisions of the current City of Port Lincoln Enterprise Agreement.

In the interest of your own and others welfare in the work place and your ability to undertake your tasks effectively, if you are 'too sick to work' remain at home.

If you have commenced work for the day and then request to go home feeling unwell, it is up to your Line Manager to assess whether remaining at work would not be in the best interest of your work team and yourself. If Sick Leave is not granted some other form of leave is to be accessed (flexi/toil/annual) for the time off.

If you need to attend a doctors, specialist or associated medical appointment during your standard work hours, you may not access sick leave unless:

- You are also 'too sick to work' or
- You have been referred by a doctor and the appointment is outside of Port Lincoln

9.1. NOTIFICATION

Employees must verbally notify their Line Manager/Supervisor or another Senior Officer with a phone call before their daily start time if they are going to be absent. In the circumstances where you are unable to reach an appropriate officer, a voice or text message may be left, but must be acknowledged by the Line Manager/Supervisor.

You may not be entitled to access Sick Leave if you haven't given appropriate notification as per the Fair Work Act 1994⁵

It is the responsibility of the Supervisor/Line Manager to confirm that the application for sick leave is valid before signing the leave application form.

10. PARENTAL LEAVE (EB CLAUSE 5.6)

Staff wishing to access parental leave as per current City of Port Lincoln Enterprise Bargaining Agreement clause 5.6 'Parental Leave and Return to Work' must do so by completing a Parental Leave Application 12-62-T40 at least 10 weeks prior to the expected due date.

If an employee wishes to continue to work within six weeks of their expected due date they are required to provide Council with a medical certificate from their doctor stating that they are fit to continue undertaking their normal hours and normal duties until the date approved by the doctor. An employee may request to work during this period in a reduced capacity, at the discretion of the CEO, by utilising accrued leave. Any reduction in work capacity during this time will not vary the employees' employment status for the purposes of EB Clause 5.7 Return to Work.

[12-62-T40](#)

11. PURCHASED LEAVE (EB CLAUSE 5.8)

As per the conditions outlined in the current City of Port Lincoln Enterprise Bargaining Agreement, employees may purchase additional leave by completing a Purchased Leave Application 12-52-T13.

A request will not be automatically granted, and approval will depend upon the operational requirements of Council and the amount of all other entitled leave the employee has.

All purchased leave must be fully funded prior to taking the leave.

[12-52-T13](#)

12. CHRISTMAS CLOSURE DAY LEAVE (EB CLAUSE 5.2)

As per the current City of Port Lincoln Enterprise Bargaining Agreement Council will provide staff 4 hours of leave on their last standard working day prior to the public holidays associated with Christmas and will be recorded on employees timesheets as "Christmas Leave" type.

⁵ Schedule 3 part 4—Taking sick leave

(3) However, the employee is not entitled to take sick leave unless—

- (a) the employee gives the employer notice of the sickness, its nature and estimated duration before the period for which sick leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable and not later than 24 hours after the period begins); and
- (b) the employee, at the request of the employer, provides a medical certificate or other reasonable evidence of the sickness.

Consideration will be given to the following:

- Public holidays in the Christmas and New Year Period
- Office and Library closure, being the “Council Christmas Closure”
- Scheduling of outside staff RDOs for December and January

when determining where the 4 hours Christmas Leave will apply, to provide the most consecutive days of time off for staff.

13. LEAVE WITHOUT PAY (LWOP)

Employees wishing to take leave without pay must apply in writing to the CEO. Each application will be assessed on its own merit and approval is strictly at the discretion of the CEO.

If LWOP is granted, employees must utilise or be paid out all entitled leave before commencing leave without pay.

SECTION FOUR - REIMBURSEMENTS**14. MEALS**

Employees attending approved courses or conferences paid for by Council, where a meal has not been provided will be reimbursed, upon production of receipts, up to a maximum reimbursement as follows:

Breakfast	\$20.00
Lunch	\$25.00
Evening Meal	\$35.00

Employees attending meetings, functions, seminars and training where it is a requirement that they leave or return home outside of the span of ordinary hours (7:15am to 7:15pm Monday to Friday) will be entitled to purchase a meal and have the costs incurred reimbursed as above.

Employees will not be reimbursed for any purchase of snacks or drinks that do not form part of a meal, unless the employee's Line Manager or CEO has given prior approval of each instance.

Employees will not be reimbursed for any purchase of an alcoholic beverage, unless the CEO has given prior approval of each instance.

15. OTHER EXPENSES

Employees attending approved courses or conferences paid for by Council will be provided reimbursement, upon production of receipts, of any out of pocket expenses at the discretion of their Line Manager. Receipts must be signed by the Line Manager before reimbursement will be made.

16. TRAVEL FOR COUNCIL BUSINESS (EB CLAUSE 4.5)

When required to travel for business, employees will choose the most time and cost effective method. Employees may negotiate with their Line Manager to choose an alternative travel method for personal convenience; however they will only be entitled to reimbursement of costs and time up to the equivalent of the most time and cost effective method of travel.

An employee may negotiate with their Line Manager a travel allowance in lieu of Council paid travel arrangements for items such as accommodation, meals and car hire. The allowance paid for such arrangements is to be no greater than the expenses that would have been incurred by Council.

Employees may claim travel time from "door to door" on their timesheets when required to work away from their normal place of work.

17. TWINRIX –HEPATITIS A & HEPATITIS B VACCINATION

Employees who complete a full course immunisation program for Hepatitis A and/or Hepatitis B will be reimbursed their out of pocket expenses for the cost of vaccinations after the Medicare Rebate and any Private Health or Pharmacy discounts have been applied. Employees must provide evidence that they have completed a full dose course of the relevant vaccination as well as copies of their receipts for costs incurred and rebates received, to be able to claim a re-imbusement.

18. REMOVAL EXPENSES

At the Chief Executive Officer's discretion, Council may reimburse new employees relocating to Port Lincoln, 50% of removal expenses up to a maximum of \$4,000.00 on presentation of invoices for expenses incurred. This is conditional on a contract of at least two years being offered, and if the actual employment period is terminated by either the Council or the employee within two years, the employee may be asked to refund a pro-rata amount of the reimbursement received.

SECTION FIVE - SALARY SACRIFICING & PACKAGING**19. LEGISLATION AFFECTING SALARY PACKAGING**

Council may review this policy and may withdraw or amend an employee's entitlement to salary sacrifice a vehicle or portable electronic device at any time at its discretion, or upon notification of changes to Fringe Benefits Taxation Legislation or other applicable legislation which would be in conflict with this policy.

In all cases, interested employees should conduct their own investigation and analysis of the information contained in this policy. No person should act on the basis of any matter contained in this policy without taking appropriate independent professional advice relevant to the employee's own particular investment objectives or financial circumstances.

20. PORTABLE ELECTRONIC DEVICES

A portable electronic device (PED) is as defined by the Australian Taxation Office Fringe Benefits Tax (FBT) exempt work related items, and is a device that:

- Is easily portable and designed for use away from an office environment.
- Is small and light.
- Can operate without an external power supply.
- Is designed as a complete unit.

Examples of portable electronic devices include mobile phones, calculator, personal digital assistant, laptop computer, Ipad, portable printer and portable global positioning system (GPS) navigation receiver.

The employer is exempt from fringe benefits tax (FBT) if PEDs are provided to employees primarily for use in the employee's employment and is issued one item per FBT year. The decision is based on the intended use at the time the benefit is provided to them, and may be noted in a Job and Person Specification or employment contract, or alternatively approval documents should include a statement outlining how the use of the PED relates to the employee's employment duties, (for example preparation of plans/reports, regular work travel requirements or professional development.)

This policy does not restrict the private use of a PED; however some reimbursement may be required. Any employee may apply to the CEO to have a laptop computer (or other approved PED) provided to them in accordance with this policy.

20.1. APPROVAL

The employee must submit their application on the appropriate Form and shall include a quote which clearly shows the equipment specification and price inclusive of GST as well as a statement explaining how the equipment relates to the employee's employment duties.

If the CEO grants approval for the provision of a PED, the employee will be required to enter into an agreement with Council for ownership to transfer immediately upon purchase to the employee. Once this agreement is executed, Council will raise an order for the purchase of the equipment.

The employee must then reimburse Council for the GST exclusive cost of the PED over the remainder of the current FBT period (April to March) via payroll deductions, which shall be processed as a 'non-taxable' deduction.

[12-35-T5](#)

20.2. OWNERSHIP

Ownership of the PED rests immediately with the employee. Council will not be required to include the PED in its asset register or to account for depreciation of the equipment.

20.3. SOFTWARE

The purchase price of the PED may include necessary software applications directly related to the employee's employment duties; however purchase and installation of any additional software for private use will be at the option and cost of the employee.

Employees who purchase a PED in accordance with this policy will be eligible to participate in Microsoft's Home Use Program (HUP), made available to Council through its licensing agreement with Microsoft. Refer to file 19.59.3.10 and document **N2011196**.

The HUP is an agreement between Microsoft and the employee for the provision of Microsoft software packages below recommended retail prices, and is entirely at the employee's option and cost. Council will not provide training or support in the use of the software purchased under this option.

This offer shall only be extended to eligible employees on a once-off basis, and only up to the maximum number of Microsoft licences held by Council.

20.4. INTERNET OR NETWORK COSTS

Employees will be responsible for all network connection, service and call costs for PEDs purchased in accordance with this Section. The CEO may consider granting approval for the employee to be reimbursed a portion of internet or network costs, however this will be on a case-by-case basis and only in exceptional circumstances (e.g. if employee is required to work from home or maintain internet or network costs as a necessary part of their ongoing employment or for business continuity purposes).

20.5. MAINTENANCE

It is the employee's own responsibility to maintain, insure and pay for repairs and IT support of any PED purchased under this policy.

Council will provide the employee with assistance with warranty claims, given that the PED was initially purchased by Council on the employee's behalf.

20.6. DEDUCTIONS

Payroll deductions must be structured so that the GST exclusive cost of the PED is repaid in full by the employee to Council within the current FBT year (April – March).

Where an employee resigns, the amount outstanding on their PED will be deducted from their final pay. Where insufficient funds are available in their final pay, Council will issue an invoice to the employee, which shall be payable within 30 days.

Where an employee avails of leave without pay for one month or less, the deductions will be suspended for the period of leave and reinstated upon the employee's return to work, providing that the total GST exclusive cost of the PED is repaid by the employee to Council prior to 31st March.

Where an employee takes more than one month's leave without pay, the amount outstanding on their PED will be deducted from the pay prior to leave commencing. Where insufficient funds are available in their final pay, Council will issue an invoice to the employee, which shall be payable within 30 days.

21. RENTAL PAYMENTS

As Port Lincoln is classified under Remote Area Housing pursuant to Section 58ZC of the Fringe Benefits Tax Assessment Act 1986, those employees relocating from a relevant employment to Port Lincoln may apply to the Chief Executive Officer to forfeit rental payments as a salary sacrifice, thereby reducing taxable income.

This ruling only applies, in accordance with the requirements of the Australian Taxation Office, and will continue whilst the City of Port Lincoln is defined by the Australian Taxation Office as an Eligible Urban Area. Approval of rental payments being salary sacrificed will be at the discretion of the Chief Executive Officer.

22. SUPERANNUATION

22.1. SALARY SACRIFICE SUPERANNUATION

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.

[7-60-T1, 7-60-T2](#)

22.2. SALARY PACKAGED SUPERANNUATION (EB CLAUSE 3.9)

Employees may negotiate to Salary Package superannuation as part of their employment agreement or contract. It is recommended that employees seek independent financial advice.

23. SALARY PACKAGED VEHICLES

The City of Port Lincoln, in striving to be an 'Employer of Choice', will offer to all its employees, through a tri-partied agreement, the opportunity to salary package a vehicle.

Salary packaging is a widely accepted and legal way for employees to save tax without any cost to their employer. This will be offered by using a third party salary packaging company at Council's discretion and all costs of salary packaging will be borne by the participating employee.

23.1. BENEFITS

The benefits to Council are:

- Full compliance with Fringe Benefits Legislation
- No additional cost to Council
- All administration and instruction of employees provided by the salary packaging company
- Assist in attracting and retaining employees
- Potential benefits to Council employees are:
 - Significant taxation benefits
 - Ability to structure remuneration package to maximise employee benefits

23.2. PACKAGING ADMINISTRATION

By contracting a third party to administer vehicle salary packaging services on offer to Council employees, the administrative burden and responsibility to adequately inform all employees of the benefits of salary packaging rests with the third party.

All costs charged to Council by the third party, to either be involved in the scheme and/or a per employee charge, are to be borne by the individual employee entering into the salary packaging agreement. This on charge may be directly through the salary packaging or may be a direct reimbursement to Council from the employee, as determined at the time of entering into the agreement.

SECTION SIX – EMPLOYEE RELATIONS, STAFF DEVELOPMENT, RECOGNITION AND INCENTIVE PROGRAMS

24. 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

25. 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 policy 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 of Conduct 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.

25.1. 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.

26. 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 25 Disciplinary Process shall be applied.

27. 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.

28. 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 Work Health and Safety.

The following forums and communication methods will be applied:

28.1. 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 to flexi time as per Enterprise Bargaining Agreement Clause 4.2 Flexi Time.

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.

28.2. 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

29. SERVICE GIFTS AT END OF EMPLOYMENT

Council shall purchase a gift for employees who are leaving Council and have completed the following service period or more and taking into consideration any other service gifts received in the last five years to the corresponding value:

2-4 years service	\$50
5-7 years service	\$75
8-10 years service	\$100
10-20 years of service	\$150
20 years or more	\$200

Gifts of a higher value may be purchased on a case by case basis, where Council or the CEO deems such value to be suitable to the length of service and the position/s held.

30. STAFF INCENTIVE AWARDS SCHEME

Council wishes to acknowledge and reward staff who promote positive behaviour and innovation in the workplace, to assist the City of Port Lincoln to achieve its objectives.

Council will promote an on going Staff Incentive Awards Scheme. An annual budget will be allocated to give financial recognition through vouchers to employees. Nominations based on the current scheme criteria will be considered by the Senior Management Team.

[12-61-T4](#)

31. STAFF RECOGNITION AWARDS FUNCTION

Council will support the budget allocation of a biennial function to recognise the achievements of staff and tenure of employment. Gifts will be given for milestones as follows:

Bronze	5 years	Cheese plate/board and knife or equivalent gift to the value \$40
Silver	10 years	6 glasses and a wine set or coasters and a bottle of wine, champagne or spirit or equivalent gift to the value \$100
Gold	20 years	Engraved watch, 2 wine glasses and a bottle of wine, champagne or spirit or equivalent gift to the value \$200
Platinum	30 years	Gift equivalent to the value \$350
Diamond	40 years	Gift equivalent to the value \$500

32. STAFF PERFORMANCE AND APPRAISAL PROGRAMME

Council recognises that a Staff Performance and Appraisal Programme is an essential human resource management tool that achieves a more productive workplace and increases job satisfaction, resulting in improved services to the community.

A Staff Performance and Appraisal Programme will be conducted to identify the achievements of individuals, discuss career enhancement initiatives, and to develop organisational and individual training plans.

[12-61-T5](#)

33. TRAINING & DEVELOPMENT

Training and development is a key component of Council's strategic human resources plan, which aims to develop highly skilled, knowledgeable and committed employees who benefit Council and the community.

Training and development plans and programs that are linked to Council's Strategic Plan will be provided to all employees to promote a continuous learning and improvement environment.

The training needs of employees will be identified through the Staff Performance & Appraisal Programme, and during the normal course of an employee's work.

All employees have a right to access appropriate training and development opportunities to enable them to undertake their duties and enhance their careers.

Council is committed to providing a safe work environment and will provide on going training to improve the operational skills and expertise of employees in their respective job roles and promote the work health and safety of all employees.

[12-78-T1](#)

33.1. PROFESSIONAL DEVELOPMENT STUDY

Council will support and encourage employees who undertake further education/studies relevant to the organisation, its needs and strategic direction.

Written applications to the CEO may be made by employees to attend Professional Development study courses.

Employees may negotiate flexible working arrangements with the CEO to complete their studies.

Approval of Professional Development studies will be in writing and shall be subject to the following provisions:

- That such courses are appropriate to Local Government and meet the strategic needs of Council at the time.
- Approval has been sought prior to the study being undertaken.

Approval of Professional Development study, any associated cost reimbursement and approval of leave is at the discretion of the CEO and each application will be assessed on its own merit.

Reimbursement of costs/course fees including institutional charges will be provided upon successful completion and presentation of certificates and invoices as approved by the Chief Executive Officer.

Employees who have completed two years of continuous service shall be eligible to apply in writing to the CEO to take up to 12 months leave without pay to undertake a course of study, should the course of study be considered of mutual benefit to Council and the Employee's career within Council, with the right of return to their substantive position.

If an employee's application is granted and the leave taken, the employee may not reapply for further Professional Development Leave until a further two years of continuous service has been completed.

[12-78-T3](#)

SECTION SEVEN – EMPLOYMENT ARRANGEMENTS**34. CLASSIFICATION LEVEL (EB CLAUSE 4.12 & APPENDIX B)**

Line Managers have a responsibility and an on going commitment to ensure that positions within their Departments are appropriately classified as per Appendix B of the current City of Port Lincoln Enterprise Bargaining Agreement

Employees are eligible to be considered to progress to the next increment of their classification level on approval by their Line Manager providing they have completed at least 12 months at the base increment of the relevant level and have satisfactorily met the requirements of the position.

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

35. RECLASSIFICATION REQUESTS**35.1. RECLASSIFICATION REQUEST BY LINE MANAGER**

If a Line Manager believes that the requirements of a position have changed significantly to warrant an amendment of the classification level they can complete a 12-37-T2 J&P CLASSIFICATION ASSESSMENT BY LINE MANAGER to have the reclassification approved by the CEO.

35.2. RECLASSIFICATION REQUEST BY EMPLOYEE

An employee wishing to have their classification reviewed may do so in writing to their Line Manager by completing 12-37-T1 APPLICATION FOR RECLASSIFICATION. The following process will apply.

Stage 1: to be completed by employee and submitted to Line Manager

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: to be completed within four weeks of receipt of the Application for Reclassification

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

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.

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.

[12-37-T2, 12-37-T1](#)

36. RENEWAL OF CONTRACTS - NOTIFICATION PERIODS

Council will reassess organisational requirements prior to the expiration of employment contracts. As a result of such assessment, should a position:

- be deemed to be no longer required in its current format of task allocation
- be changed in respect of the classification status or tenancy
- not be given or have a reduced Budget consideration
- no longer be required as a result of Council's strategic direction being changed

a further contract may not be offered. Council may choose to make payment in lieu of the employee continuing to attend the workplace for the remainder of their contract if a new contract is not offered.

36.1. CONTINUOUS SERVICE WITH EMPLOYER - LESS THAN TWO YEARS

Notification of intent to offer a new employment contract will occur no less than 4 weeks prior to the completion date of a contract or as per the Fair Work Act 1994 (SA), whichever is the greater.

36.2. CONTINUOUS SERVICE WITH EMPLOYER - TWO YEARS OR GREATER

Notification of intent to offer a new employment contract will occur no less than 8 weeks prior to the completion date of a contract or as per the Fair Work Act 1994 (SA), whichever is the greater.

36.3. CONTRACT CLASSIFICATION – LEVEL 10 AND ABOVE

Notification of intent to offer a new employment contract will occur no less than 6 months prior to the completion date of a contract.

36.4. EXTERNALLY FUNDED CONTRACT POSITIONS

In the case of externally funded employment, should the funding be withdrawn through no fault of the Council, the contract may be terminated with four weeks written notice.

36.5. ADDITIONAL REQUIREMENTS

As per the Fair Work Act 1994 (SA) if the employee has completed at least 2 years continuous service with Council, one additional week of notice will be provided to employees over the age of 45.

[12-62-T33, 12-62-T38, 12-62-T46](#)

37. EXTERNAL EMPLOYMENT & OUTSIDE BUSINESS ACTIVITY

As per Council policy 12.63.12 Code of Conduct for Employees, you are required to notify Council in writing of your involvement in external employment or outside/family business activities by submitting a 12-62-T57 'Notification of External Employment' to the Chief Executive Officer for approval when ever such a situation commences or changes⁶. This requirement is to ensure that no conflict of interest occurs and to safeguard your own and others health and safety at work in accordance with Safework SA Code of Practice for Working Hours 2010.

[12-62-T57](#)

38. LIBRARY OUT OF ORDINARY SPAN OF HOURS OPENINGS (EB CLAUSE 4.7.3)

Employees with customer service experience and skills may be eligible to be included on a 'roster contact list' to undertake customer service duties in the Library outside of the ordinary span of hours. The roster is to be approved by the Library Manager and may utilise appropriately trained staff.

If an employee who is on the roster to work is unable to attend, they should seek a replacement as soon as practicable amongst other Council staff on the 'roster list'. If another staff member is not able to be sourced, the Line Manager must be contacted, who will arrange engagement of any casual employees or persons not on the roster list to undertake the shift.

39. 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.

39.1. LGA HEALTHY LIFESTYLE PROGRAM

Council will continue to provide the opportunity for employees to have an annual health assessment through the 'Healthy Lifestyle Program' as organised and encouraged by the Local Government Association.

39.2. SKIN CANCER SCREENING

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.

39.3. INFLUENZA IMMUNISATION

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

39.4. RED CROSS BLOOD DONATION

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.

⁶ In 2012 on the introduction of this clause, ALL employees engaged in any type of external employment or involved in a family operated business, will be required to complete the new application form to provide current information, even if prior discussion and approval has been given.

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.

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

Any follow up treatment or procedures resulting from any of the Healthy Lifestyle initiatives will be at the employee's own expense and taken in their own time. To be eligible to access sick leave for follow up treatment employees must meet the provision of Sick Leave as per the current City of Port Lincoln Enterprise Bargaining Agreement and Clause 9 of this policy.

40. REVIEW

This policy shall be reviewed by the City of Port Lincoln annually in July or on significant change to legislation, Council's Enterprise Bargaining Agreement or aspects included within this policy.

41. REFERENCES

Local Government Act, 1999

Fair Work Act 1994 (SA)

Work Health & Safety Act 2012

Australian Taxation Office www.ato.gov.au

Safework SA <http://www.safework.sa.gov.au/>

SunSmart UV index www.bom.gov.au

City of Port Lincoln Enterprise Bargaining Agreement

Council Templates – as referenced through document

Council Policies: 12.16.41, 12.16.32, 12.63.12