

CITY OF SALISBURY MUNICIPAL OFFICERS ENTERPRISE AGREEMENT NO 9, 2011

File No. 4206 of 2011

**This Agreement shall come into force on
and from 31 October 2011 and have a
life extending until 30 June 2013.**

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



DATED 31 OCTOBER 2011.

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

COMMISSION MEMBER





City of Salisbury

**Municipal Officers
Enterprise Agreement 2011**

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1. Application and Operation of Agreement

1.1. Preliminary

This document supersedes, rescinds and replaces the existing certified Agreement - City of Salisbury Municipal Officers Collective Agreement No 8, 2007.

1.2. Title

1.2.1. This Agreement shall be known as the City of Salisbury Municipal Officers Enterprise Agreement No 9, 2011.

1.2.2. In accordance with Fair Work Act 1994 section 81 (3), this enterprise agreement operates to exclude the application of the applicable award only to the extent of inconsistency with the Award.

1.3. Parties Bound

1.3.1. This agreement shall be binding upon the City of Salisbury, the Australian Municipal Administrative Clerical and Services Union (ASU) and the salaried employees of the City whose duties, responsibilities, work description or remuneration are contained within its terms, and generally upon employees whose salaries are covered by the classification criteria of this agreement.

1.3.2. This agreement will not be binding on the following officers, provided they have agreed to accept a contract of employment that provides for their salary and employment conditions.

- Chief Executive Officer
- Departmental Heads

1.4. Definitions

For the purposes of this Agreement:

“Act”	The <i>Fair Work Act 1994 (SA)</i> , as amended from time to time.
“Award”	South Australian Municipal Salaried Officers Award.
“Commission”	The South Australian Industrial Relations Commission.
“Consultation”	Seeking advice and comment from Employees who may be affected by proposed changes and taking into account those discussions before any decisions are made to implement any changes.

“Council’ and ‘Employer”	shall mean the City of Salisbury
“Direct Manager”	shall mean the employees direct line manager, supervisor or team leader responsible for the management of the employee, unless an alternative is specified.
“Employee” and “Officer”	Any employee of Council who performs work covered by this Agreement, the CEO and those named in 1.3.2 who may be subject to individual contracts.
“Immediate family or household member”	<p>This term includes the following:</p> <ul style="list-style-type: none"> • Partner (married or de-facto), including same-sex partners; • Child or adult child (including adopted child, step child, foster child, son or daughter-in-law or an ex-nuptial child); • The employee’s parent/guardian, step-parent, grandparent, grandchild, sibling, step-sibling, or the parent/guardian, grandparent, grandchild or sibling of the employee’s partner • A person with whom the employee identifies as an immediate family member, and as agreed by their direct manager,
“Level”	The Classification Level under the classification structure provided as Appendix 2.
“Mutual Agreement”	Consent for an action between two or more parties, one of whom will be a management representative from the 2nd or third tier of management or their delegated nominee, the other will be the affected employee or where they choose, their nominated representative.
“Representative”	A person who is a member of the JCC, or a Representative of the Employee’s choice.
”Redundancy”	Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee.
“Union”	Australian Municipal Administrative Clerical & Services Union (ASU)

1.5. Period of Operation

This Agreement shall remain in force from the time at which the agreement is certified until the nominal expiry date of 30 June 2013. The parties shall commence the process for negotiations for a new agreement six months prior to the nominal expiry date of the Agreement.

1.6. Intent

The objective of this agreement is to

- 1.6.1. set out the general conditions of employment for employees covered by this agreement and
- 1.6.2. facilitate improved operational efficiency and effectiveness within the organisation by introducing improved work arrangements and practices that facilitate flexibility and enhanced delivery of services.

1.7. Joint Consultative Committee

- 1.7.1. The employer and employees are committed to an ongoing consultative framework that will provide a structured communication forum enabling existing operational practices and conditions of employment to be discussed and reviewed on an ongoing basis. The consultative mechanism for achieving this will be the Joint Consultative Committee (JCC).
- 1.7.2. The JCC which will meet at least four times per year or more frequently, as determined by the Chairperson. Members of the JCC will be given reasonable opportunity to confer with employees to facilitate consultation during any decision making process during the term of this agreement.
- 1.7.3. This committee shall consist of:
 - 1.7.3.1. A management representative who will act as Chairperson.
 - 1.7.3.2. Three other management representatives as determined by the CEO.
 - 1.7.3.3. Up to seven staff representing employees who are elected by employees.
 - 1.7.3.4. Other persons, which may include an ASU official, by invitation of the Chairperson for a specific meeting, following recommendations from any member of the Committee.
- 1.7.4. The role of the JCC shall be to:
 - 1.7.4.1. Review and monitor the operation and implementation of the Agreement.

- 1.7.4.2. Assist in the resolution of concerns and/or disputes arising from the application of the Enterprise Agreement. In the event of a dispute occurring during consultations, the matter will be resolved in accordance with the procedures as set out in Clause 3.4.
- 1.7.4.3. Provide a forum for consultation and information flow in relation to the introduction of any change to workplace practices and relevant to the role of the JCC.
- 1.7.4.4. Provide a forum for consultation and information flow in relation to any matters of employment that will serve to maintain co-operative workplace relations and mutually beneficial work practices.
- 1.7.4.5. Make recommendations to the Management Executive Group (MANEG) in relation to any policy initiatives or changes to work practices.

1.8. Competitive Practices

The Employer and Employees to this agreement wish to ensure that the City of Salisbury is adopting best practice in everything it does.

Accordingly:-

- 1.8.1. Council confirms its commitment to its employees in the provision of services which are viable, cost competitive and effective whilst recognising its obligation to manage its services by the most effective and efficient means.
- 1.8.2. Subject to other statutory obligations, the Employer and Employees are committed to ensuring that all parts of the Council are operating at a level of efficiency and cost which compares favourably, for the same level and standard of service, with providers of similar services in the community at large.
- 1.8.3. Comparisons between internal and external providers should be based on a true comparison of all relevant factors taking into account direct and indirect costs, quality, responsiveness, accountability and documented service needs.

1.9. Legislative Status

Where reference is made to Acts of the South Australian or Commonwealth Parliaments, this is not intended to incorporate the full provisions of this legislation into this Agreement as terms of this Agreement.

2. Fair Treatment and Wellbeing at Work

2.1. Anti-Discrimination

- 2.1.1. It is the intention of this Agreement to achieve the principal objects in the Equal Opportunity Act 1984 (SA) as amended or replaced through respecting and valuing the diversity of the workforce by preventing and eliminating discrimination on the basis of race, colour, sex, sexuality, gender identity, age, physical or mental disability, marital or domestic partner status, identity of spouse or domestic partner, family and carer responsibilities, pregnancy, religion, religious appearance or dress, political opinion, national extraction or social origin.
- 2.1.2. Accordingly, in fulfilling their obligations under clause 3.4 (Dispute Avoidance/Settlement Procedure), the Employer and Employees must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 2.1.3. Nothing in this clause is to be taken to affect:
 - 2.1.3.1. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 2.1.3.2. an employee, the employer or a representative of the employee's choice pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 2.1.3.3. the exemptions in ss.659(3) and (4) of the EO Act 1984 (SA).

2.2. Health, Safety and Wellbeing

- 2.2.1 The employer and the employees recognise their legislated and mutual responsibility to ensure, so far as reasonably practical, that all employees have a workplace in which their health, safety and wellbeing is safeguarded from injury and harm.
- 2.2.2 The employer is committed to ensuring appropriate health, safety and wellbeing practices are in place in accordance with the relevant Occupational Health Safety Wellbeing and Injury Management legislation as amended or replaced.
- 2.2.3 The Senior Management and the Principal OHSW Committee will conduct regular reviews of hazards, incident and injury records to identify any issues relating to health, safety and wellbeing that require attention.
- 2.2.4 Employees are required to conform to the policies and procedures in order to meet the duty of care obligation to not place themselves or others at risk of injury.

3. Communication, Consultation and Dispute Resolution

3.1. Introduction of Change

The Employer and Employees recognise that ongoing change is a feature of the work environment and that appropriate consultation on the management of significant change is essential. In this regard, the Council is committed to open and honest consultation with employees and their chosen representatives prior to any decisions being made.

For the purpose of this Agreement, 'significant change' will be deemed to include, but not limited to:

- Change in workforce size and/or structure
- Amalgamation with other organisations
- Consideration of alternative service delivery

Council shall consult with affected employees and their chosen representatives, and ensure that all relevant information concerning proposed change is communicated to them as an integral part of this process.

One of the aims of this consultation will be to raise issues and canvass options that may serve to mitigate against any adverse effects on employees that may arise as a result of such change.

Council shall provide in writing to the employees and their chosen representatives an impact statement concerning the proposed change, including the expected effects on employees.

3.2. Notice Boards

The employer shall permit a notice board (including electronic) to be utilised at the workplace, or at each discrete part of the workplace, to facilitate communication.

3.3. Employee Representatives

The Employer and Employees accept the role of employee representatives in problem solving, negotiation, communication and promoting a spirit of cooperation between employees and management. Employee representatives also have a particular role in ensuring industrial harmony in the workplace through their participation on the JCC and in assisting in the management and introduction of changes to the workplace.

Employees who are elected to a representative role shall: -

- Be treated with respect and without discrimination.
- Negotiate, when appropriate, on behalf of employees in the workplace.
- Be permitted access to the Council Intranet for posting authorised information pertaining to the employment relationship.

- Act in a constructive and positive way to further the objectives of this Agreement as set out within Clause 1.6.

3.4. Dispute Avoidance/Settlement Procedures

The purpose of this Dispute Settlement Procedure is to allow all parties to this Agreement a system to discuss and resolve all matters of grievance and dispute. The Employer and Employees agree to use all stages in the Dispute Settlement Procedure to ensure that all issues receive prompt attention and are resolved if possible, by conciliation at the Enterprise level.

3.4.1. During the implementation of the Dispute Resolution Procedure, work within the Council will proceed without stoppage or the imposition of any bans, work limitations or restrictions. The provisions of the Occupational Health and Safety Act 1986 apply independently of this clause.

3.4.2. At each stage of this procedure a record should be made of the time and date of discussions and relevant outcomes. Such records should be signed off as accurate by the employee/s and employer.

Stage One

The employee/s and/or chosen employee representative will contact the relevant manager notifying him/her that a dispute exists and attempt to settle the issue at that level.

Stage Two

If the issue is not settled at Stage One, the employee/s and, if requested, a representative of the employee's choice, will meet with the Manager, the Manager, People and Culture and the relevant Departmental Head.

Where possible the process contained in Stages One and Two should be completed with five (5) working days of the issue being raised at Stage One to ensure its expedient resolution.

Stage Three

If the matter is still not resolved, a discussion shall be held between the employer, the employee and their chosen representatives.

Stage Four

If the matter is not resolved following Stage Three, the matter in dispute shall be jointly or individually referred to the South Australian Industrial Relations Commission for conciliation, or if unsuccessful, for arbitration.

3.4.3. Nothing contained in this clause shall prevent the Employee or his or her chosen representatives from raising matters directly with the employer.

4. Employment Relationships

4.1. Tenure

- 4.1.1. The Employer and Employees acknowledge the importance of a flexible workforce in enabling Council to respond to changing pressures of community demand and legislative requirements. In this regard it is recognised that Council's workforce will need to comprise a mixture of full-time, part time and casual employees, and employees on fixed term contracts.
- 4.1.2. This mix of employment conditions provides a degree of flexibility that is necessary to ensure that Council is able to provide security of employment to employees for the period of this Agreement.

4.2. Probationary Period

- 4.2.1. All appointments shall be subject to a probationary period of employment of six (6) months from initial engagement with the employer.
- 4.2.2. In the event that an improvement in performance is required during the probationary period, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of the employer.
- 4.2.3. If an employee is not satisfying their employment requirements then the employer may terminate employment with 1 week notice.

4.3. Casual Employment

- 4.3.1. The Employer and Employees recognise that from time to time specific circumstances occur which warrant the extended use of casual employees in a particular position.
- 4.3.2. Council will not use casual employees on an ongoing basis as an alternative to the direct employment of full-time or part-time employees.
- 4.3.3. Casual employees who have been in continuous employment with Council for a period exceeding 3 months shall be given the opportunity to apply for internally advertised positions.
- 4.3.4. Casual employees shall be entitled to be paid a loading of twenty percent in addition to the appropriate ordinary time hourly rate for the normal duties involved.
- 4.3.5. If during the life of this agreement the award is varied or replaced and the local government industry adopts a higher casual loading then the employer will make adjustments, including any recommended phased implementation, in accordance with the award.

- 4.3.6. The twenty percent loading compensates the casual employee for the non-applicability of leave entitlements (other than Long Service Leave where applicable) and payment for public holidays not worked.
- 4.3.7. A casual employee shall be entitled to overtime or penalty payment in respect of work performed outside ordinary time hours of work or in excess of the ordinary hours of work provided for in this Agreement. Overtime and penalty rates for casual employees shall be applied to the hourly rate which includes the twenty percent loading.

4.4. Part Time /Job Share/Pre-Retirement Employment

- 4.4.1. All employees are eligible to apply to work on a part-time or job share basis or to apply for a part-time pre- retirement contract. Council will consider all applications on their merits, taking into account operational requirements. Such applications may include, but are not limited to, requests from employees returning from paid or unpaid maternity leave and employees seeking a transition to retirement.
- 4.4.2. Any approved arrangement shall be the subject of a contractual agreement.
- 4.4.3. Where the hours of work for part time employees are extended by mutual agreement, the additional hours worked will be subject to the terms of Clause 6.1 (Hours of Work).
- 4.4.4. Part time employees shall progress through the incremental steps of the classification levels each twelve months following their anniversary date.
- 4.4.5. Any job share arrangement approved by the CEO shall apply for an initial trial period of up to 12 months. Prior to the expiration of the trial period, the CEO shall determine whether a job share arrangement is compatible with reasonable operational requirements and make a determination as to whether the arrangement may be extended for a further period or as an ongoing contractual arrangement.
- 4.4.6. An employee wishing to negotiate a transition to retirement part-time contract of employment, which may be for a period of up to three years, shall make a request to the relevant Departmental Head. That Departmental Head shall consider whether such a part time employment arrangement is compatible with reasonable operational arrangements and make a recommendation to the CEO. If the arrangement is approved by the CEO, the arrangement shall be formalised through a revised contract of employment.
- 4.4.7. The provisions of this agreement shall apply on a pro rata basis to all part-time employees.

4.5. Fixed Term Employment

4.5.1. The Employer and Employees acknowledge the following circumstances under which fixed term employment for an employee may be appropriate.

Where the position is one or more of the following:

- 4.5.1.1. funded by an external body, or is directly engaged by the Council to support such funded positions
- 4.5.1.2. for a specific project of defined duration or for work of limited duration including traineeships and cadetships, and where a considerable downturn in, or cessation of, work quantum is anticipated.
- 4.5.1.3. necessary to replace an employee who is on secondment or extended leave for a period greater than three months
- 4.5.1.4. for new appointments to positions classified at or above a Level 7 classification.

4.5.2. Any fixed term employment offered by Council shall be for a term of no less than 3 months and no greater than 5 years duration. Extensions to the term of employment to complete project work may be for periods of less than 3 months.

4.5.3. For fixed term employment with a duration of 2 years or greater Council shall give the employee 3 months notice in writing of its intention not to renew the employment and the grounds on which the decision was made.

4.5.4. For positions classified below Level 7, where Council has resolved to continue with the same position for a fixed term, or additional funding from an external body is provided, then the employee shall have the right to continue in their employment subject to having performed their duties satisfactorily in accordance with the expectations of their position description and Council's performance review process.

4.5.5. Through workforce planning or change management process, the employer may offer or a permanent employee may apply to have his/her permanent appointment changed to a fixed term appointment for a period of up to five (5) years. Renewal of contract will only occur where there is an operational need and CEO approval is provided. This clause is subject to the principles of clause 4.15 (Workforce Flexibility).

4.6. Relationship to the National Training Wage Award 2000

The Council shall comply with the terms of the National Training Wage Award 2000, as varied, as though bound by clause 3 of that Award.

4.7. Workers Eligible for a Supported Wage

4.7.1. Eligibility Criteria

4.7.1.1. Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

4.7.1.2. Sub-Clause 4.7.1.1 does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

4.7.2. Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of any pay prescribed by this Agreement for the class of work which the person is performing according to the following schedule:

Assessed Capacity (Clause 4.7.4)	Prescribed Agreement Rate %
10%*	10%*
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the minimum amount payable shall not be less than ten percent (10%) of Level 1 Step 1 per week.

4.7.3. Assessment of Capacity

For the purpose of establishing the percentage of the Agreement rate to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by the employer and Assessor accredited by the Department of Employment and Workplace Relations (Supported Wages Management Unit)

4.7.4. Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

4.7.5. Other Terms and Conditions of Employment

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

4.7.6. Workplace Adjustment

The employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

4.7.7. Trial Period

- 4.7.7.1. In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- 4.7.7.2. During the trial period the assessment of capacity shall be undertaken and the proposed rate for a continuing employment relationship shall be determined.
- 4.7.7.3. The minimum amount payable to the employee during the trial period shall be no less than ten per cent (10%) of Level 1 Step 1 per week.
- 4.7.7.4. Work trials will include induction or training as appropriate to the job being trialled.
- 4.7.7.5. Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

4.8. Notice of Termination by an Employer

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

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

4.8.2. In addition to the notice in clause 4.8.1, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, are entitled to an additional week's notice.

4.8.3. Payment in lieu of the prescribed notice in clause 4.8.1 and 4.8.2 must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

4.8.4. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- 4.8.4.1. the employee's ordinary hours of work (even if not standard hours);
- 4.8.4.2. the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 4.8.4.3. any other amounts payable under the employee's contract of employment.

4.8.5. Job Search Entitlement

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

4.8.6. The period of notice in clause 4.8.1 and 4.8.2 does not apply to:

- 4.8.6.1. employees dismissed for serious misconduct;
- 4.8.6.2. apprentices;
- 4.8.6.3. employees engaged on a fixed term contract under clause 4.5 where the contract states the notice period;
- 4.8.6.4. trainees whose employment under a traineeship agreement or an approved traineeship, is for a specified period or is, for any other reason, limited to the duration of the agreement;
- 4.8.6.5. redundancies under clause 4.14;
- 4.8.6.6. casual employees; or
- 4.8.6.7. employees on a probationary/qualifying period.

4.9. Notice of Termination by an Employee

Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer a minimum of two (2) weeks notice of their intention to do so, or in lieu thereof, the employee shall forfeit the salary appropriate to the two (2) weeks notice period from entitlements owing in their termination payment, unless otherwise agreed between the employer and the employee. Provided that, where the express provisions of an officer's employment contract provides for a longer period of notice, such provisions shall apply.

4.10. Transmission of Business

Where a business is transmitted from one employer to another, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

4.11. Continuous Service

4.11.1. Maintenance of Continuous Service

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

- 4.11.1.1. absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- 4.11.1.2. absence of the employee from work, for any cause, by leave of the employer;

- 4.11.1.3. absence from work on account of illness, disease or injury, with an authorised medical certificate where required under this agreement ;
- 4.11.1.4. absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- 4.11.1.5. interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by the Agreement, the Act or *Long Service Leave Act 1987* (SA);
- 4.11.1.6. interruption or termination to the employee's services arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute; or
- 4.11.1.7. transfer of the employment of an employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA) and in relation to the conditions in Section 106 ie: long service leave and sick leave only.

4.12. Calculation of Period of Service

Where an employee's continuity of service is preserved under clause 4.11, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except:

- a) to the extent that the employee receives or is entitled to receive pay for the period; or
- b) where the absence results from a decision of the employer to stand down the employee without pay.

4.13. Income Protection Exclusion of Entitlements

Where reference is made under 4.12 (a) leave entitlements do not accrue where an employee is absent from work and is receiving payments under an income protection insurance policy for any illness or injury from a non work related cause.

4.14. Redundancy

4.14.1. No Forced Redundancies

The Employer and Employees recognise the importance of employment security. For the period of this Agreement, there shall be no forced redundancies. Natural attrition, voluntary redundancies and redeployment will be the means of adjustment in those situations where organisational changes determine that a position(s) is no longer required. Every endeavour shall be made by:

- a) the employer to redeploy employees to a position of equivalent salary and conditions; and
- b) by the employee to approach the training and duties associated with the redeployed position in good faith.

4.14.2. Redundancy

Any employee whose position has been made redundant or substantially changed may choose to accept a voluntary separation package, where redeployment in accordance with 4.14.6 is not an option or has been exhausted or by agreement, to be calculated on the following basis:-

- a) minimum 6 weeks' notice (or salary in lieu) and 2 weeks' pay for every year of completed service with the City of Salisbury to a maximum of 104 weeks, and
- b) full long service leave and annual leave entitlements.

4.14.3. Furthermore, the employer may offer an outplacement service including professional career and financial advice to the employee and pay such reasonable amounts (up to 10% of current salary) as may be necessary.

4.14.4. For the purposes of this clause, the term "salary" will be the employee's salary inclusive of normal penalties and regular ongoing allowances, including the imputed value of a motor vehicle where a motor vehicle forms part of the employee's employment package, but exclusive of superannuation and overtime.

4.14.5. Where an employee has been acting in a higher position for a continuous period of at least 12 months immediately preceding the notice of redundancy, the salary level shall be the employee's salary in such higher position at that date.

4.14.6. Redeployment

It is the primary aim to place redeployed employees into a position of equal classification and status as their pre-redeployment position and where the skills and abilities of the employee (with reasonable upskilling) are required and may be utilised by the organisation.

- a) If, after examining all options, redeployment to such a position is not possible, an employee may be redeployed into a position not more than one classification lower than their previous classification level.

4.14.7. An employee redeployed to an alternative job with a lower classification level shall maintain their current salary for a minimum period of 12 months.

4.14.8. At the end of this period, the salary level for the employee will be frozen until such time as the salary increases applicable to the redeployment position match that of the redeployed employee.

- 4.14.9. For the purposes of this clause "current salary" shall refer to the salary level applicable to the current classification exclusive of any penalty arrangements pertaining to the redundant position.
- 4.14.10. Training to be mutually agreed between the employee and the employer, shall be made available to assist a redeployed employee in taking up their new position.
- 4.14.11. The employee has up to six weeks from commencement in the redeployed position to confirm acceptance of that position or choose a Voluntary Separation Package.
- 4.14.12. At all times employees will be treated with respect and dignity and any redeployment option will be treated as a high priority with due regard given to the personal situation of the employee.
- 4.14.13. Clause 4.14 does not apply to:
 - 4.14.13.1. employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
 - 4.14.13.2. employees during a qualifying period;
 - 4.14.13.3. apprentices;
 - 4.14.13.4. trainees or cadets;
 - 4.14.13.5. employees' engaged for a specific fixed-term contract under clause 4.5; or
 - 4.14.13.6. casual employees.

4.15. Workplace Flexibility

The employer acknowledges the positive benefits that flexibility in the workplace can provide to both the employee and the organisation. The employer is committed to providing a flexible work environment and flexible workplace options that support the community.

Workplace Flexibility enables both the individual and organisations needs to be met through making changes to the time (when), location (where) and manner (how) in which an employee works. Flexibility should be mutually beneficial to both the employer and employee and result in superior outcomes.

- a) Workplace flexibility options may be instigated by the employee by application or the organisation through a change management process.
- b) Approval by the employer for an employee to participate in a flexible work arrangement will depend on balancing operational requirements and workforce planning needs with providing workplace flexibility and may not be approved if operational requirements are not able to be managed.

- c) Each application will be determined based on the merit of the individual case and the individual circumstances of the job role, personal needs and the needs of the organisation at the time of the application and will not be held to apply to any other case or application.
- d) The impact on organisational outcomes, service delivery and the community will be considered prior to any other issue and shall be balanced with the needs of the individual where possible.
- e) Flexible work arrangements should not interfere with the smooth flow of work within Work Teams, Divisions, and Departments. These arrangements will not result in an unreasonable increase in the workload of other employees.
- f) Employee shall not be disadvantaged with respect to the full range of conditions and opportunities, including professional development and career advancement, as a result of participating in a flexible work arrangement.
- g) This clause will be supported by the Workplace Flexibility guidelines and associated procedures, as amended or replaced.

5. Rates of Pay and Related Matters

5.1. Classification and Rates of Pay

- 5.1.1. The minimum annual rate of salary to be paid to employees will be in accordance with the rates set out in Appendix 1 of this Agreement and will include, for salary purposes, the relevant prescribed allowances.
- 5.1.2. The employer shall, upon the initial engagement or upon the promotion of an employee, properly classify the employee having regard to the nature and range of duties that it is proposed to assign to that employee and shall notify the employee in writing of their classification.
- 5.1.3. In classifying an employee, the employer shall observe the procedure contained in Appendix 2 of this Agreement to apply the appropriate salary level. On initial appointment, the employer may give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification.
- 5.1.4. An employee may, upon written request, have their classification reviewed by the employer. The review shall be conducted in accordance with the provisions of clause 5.1.3 above. Where an employee disagrees with the classification assigned by the employer, he/she may lodge an appeal under the terms provided for under clause 5.2.
- 5.1.5. Where an employee is reclassified, it shall be done on a 'point-to-point' basis: i.e., the employee shall be placed on that incremental step of the new classification level which is appropriate to the length of time that he or she has been performing the duties on which the reclassification is based.

5.2. Reclassification Principles

- 5.2.1. All Departmental Heads have a responsibility to ensure that positions within their Departments are appropriately classified.
- 5.2.2. The CEO has authority to approve reclassifications. Departmental Heads have a responsibility to notify the CEO of a position whose duties have changed to warrant reclassification and the date on which the new duties became operative.
- 5.2.3. Employees may also initiate the reclassification process by requesting in writing that their Departmental Head review the classification of their position. Such applications will need to provide a sound justification as to why the position should be reclassified.
- 5.2.4. The Departmental Head will acknowledge all applications. Successful applications will be backdated to the date of the application provided higher-level duties were clearly an operational requirement at the time.
- 5.2.5. It is an expectation of the Employer and Employees to this agreement that a request to review a classification will be determined within a period of 8 weeks from the time of lodgement.
- 5.2.6. Employees whose applications are unsuccessful have the right to appeal against a decision if they are dissatisfied with the reasons given. The provisions of the Dispute Resolution Procedure shall be used for this purpose.

5.3. Payment of Wages

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

5.4. Higher Duties

- 5.4.1. An employee, who is directed by the employer to perform duties of higher value, outside or exceeding those of the classification to which the employee has been appointed, whether or not the said duties of higher value coincide with those of another classification for which a higher salary scale is fixed by this Agreement, shall be paid while performing such duties not less than:
 - 5.4.1.1. the minimum salary rate for the higher paid classification if the employee substantially performs the duties thereof; or
 - 5.4.1.2. a salary rate commensurate with the value of the duties the employee is so directed to perform.

5.4.2. Provided that the employee is directed to perform such duties, the employee shall perform them on the first occasion for a continuous period of five (5) working days or more.

5.4.3. On subsequent occasions:

5.4.3.1. employees classified at Level 5 and above – five (5) days;

5.4.3.2. employees classified below Level 5 – four (4) days
OR
an aggregate of 10 days in a four (4) week period.

5.5. Availability Allowance

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

5.5.1. For the purposes of this clause availability duty means a situation where the employer directs employees to hold themselves on immediate standby to attend work during prescribed times outside their normal working hours.

5.5.2. Where a lesser state of readiness is required by the employer, the provisions of clause 6.8 (Call Out) shall apply other than where such arrangements are mutually agreed by the employer and the employee and recorded in writing.

5.5.3. An employee instructed to carry out availability duty, shall receive, in addition to the salary otherwise payable, an amount equal to 10% of the employee's hourly rate for each hour or part thereof that the employee is required to be on standby.

5.5.4. The allowance stated in 5.5.3 does not apply during periods of absence longer than 3 days from the workplace.

5.6. First Aid Allowance

5.6.1. Where an employee is required to hold and act upon a first aid certificate, an allowance of \$10.60 per week shall be paid in respect of each such week that the employee is required to act upon such certificate.

5.6.2. The payment shall be paid to casual and regular part-time employees on a pro-rata basis, providing that such payment cannot exceed the amount of \$10.60 per week in any one (1) working week.

5.6.3. Employees already in possession of a first aid certificate will not be reimbursed the initial cost incurred in obtaining the certificate.

5.6.4. Where an employee does not hold a first aid certificate but is required to obtain a certificate, then all reasonable costs associated with the obtaining of such certificate shall be borne by the employer. (This includes the renewal of certificates).

5.7. Meal Breaks and Meal Allowance

- 5.7.1. An employee required to work overtime for more than one (1) hour after the employee's normal ceasing hour on any weekday shall be entitled to a meal break (minimum of ½ hr unpaid break) before starting overtime and to subsequent meal breaks at four (4) hourly intervals calculated from the end of the previous meal break taken by the employee.
- 5.7.2. An employee required to work overtime on a Saturday, Sunday or public holiday shall be entitled to a meal break:
- 5.7.2.1. after three (3) hours of continuous work if that period includes a recognised meal break; or
 - 5.7.2.2. after four (4) hours of continuous work in any other case; and
 - 5.7.2.3. to subsequent meal breaks at four hourly intervals calculated from the end of the previous meal break taken by the employee
- 5.7.3. When an employee is entitled to a meal break as provided by this clause, and such employee is unable to return to their home for a meal, a meal allowance of \$17.60 shall be paid unless an adequate meal is provided by the employer irrespective of whether a meal break, paid or unpaid, is taken.
- 5.7.4. Where an employee is directed to commence duty before 7.00 a.m. on any day and a meal break is taken before commencing normal working hours and such employee is unable to return to his or her home for that meal, an allowance of \$16.20 shall be paid.

5.8. Motor Vehicle Allowance

- 5.8.1. Where an employee is required by the employer to take their vehicle to their regular place of work for official use on that day, the employee shall be entitled to payment in accordance with clause 5.8.2 for the trip from their home to their regular place of work by the shortest practical route. Such payment shall be restricted to a one way trip, not a return journey, and the maximum distance paid on the one way trip shall not exceed 24 km per day, even if the distance between their home and their regular place of work is more than 24 km.
- 5.8.2. Where an employee is directed or authorised to use their motor vehicle on, or in connection with, the business of Council, they shall be paid an allowance calculated at one of the rates set out in the schedule below:

Type of vehicle	Rate of allowance
Car with an engine of 4 cylinders or less	81 cents per km

Light Van or Car with an engine of more than 4 cylinders or a rotary engine	89 cents per km
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Motor Cycle	32 cents per km
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5.8.3. Where an employee is required to attend Council meetings and/or Council authorised meetings and attends outside of their normal working hours and this necessitates use of their privately owned motor vehicle to travel directly from and to their home, the employee shall be paid an allowance at the rate prescribed under clause 5.8.2.

5.8.4. Council shall not pay for an employee's driver's licence.

5.9. Telephone Allowance

An employee required by the employer to provide a telephone at his/her home to enable contact by the employer or the public shall be paid an allowance to pay the cost of installation, rental and all business calls.

5.10. Increase in Allowances

Allowances in clauses 5.6, 5.7 and 5.8 in the Agreement will be increased in accordance with the Award.

5.11. Travelling Expenses

All authorised travelling expenses incurred by any employee in the course of their official duties shall be paid/reimbursed by the employer where an appropriate tax invoice or receipt is produced.

5.12. Superannuation

- 5.12.1. The parties agree that until 31 December 2011, the employer will pay superannuation contributions in respect of each employee into Local Super. From 1 January 2012, all employees shall have their choice of superannuation funds. Local Super will remain the default fund where employees do not advise an alternative superannuation fund for receipt of contributions.
- 5.12.2. From 1 January 2012, all new employees will be provided with a standard choice form to enable them to select a fund in accordance with the relevant superannuation legislation. For any new employee who does not provide a choice form within an appropriate period, as determined by the employer, all contributions will be paid to Local Super.
- 5.12.3. Employees may only change their choice of fund once every 12 months.

5.13. Salary Sacrifice

The employee's substantive salary for all purposes such as, but not limited to the entitlements including superannuation, leave and annual leave loading, penalties, separation package, and for the purpose of notional weekly earnings as provided for in the Workers Rehabilitation & Compensation Act (1986) shall be the pre-sacrificed salary.

- 5.13.1. Salary Sacrifice – Superannuation
- 5.13.2. Subject to the following conditions, an employee may elect with the agreement of the employer (such an agreement shall not be unreasonably withheld by the employer) to salary sacrifice any part or all of his/her salary (including Award or Enterprise Agreement based salary/wages) to their choice of superannuation fund as outlined in Clause 5.12 above.
- 5.13.3. As salary sacrifice is a complex matter, it is the employee's responsibility to seek advice and fully understand all implications of salary sacrifice before seeking to enter into this arrangement.
- 5.13.4. The application shall be in writing on the form provided by the relevant superannuation fund and shall detail the percentage of salary sacrificed.
- 5.13.5. Requests for salary sacrifice to superannuation must be for a minimum of 1% of gross salary and must be in whole percentages (ie 1%, 2% 3% etc).
- 5.13.6. A minimum of 4 weeks notice will need to be given by the employee of their intention to salary sacrifice or to change/rescind their salary sacrifice arrangements.
- 5.13.7. Any such arrangement shall be by mutual agreement between each individual employee and the Council, provided that approval by the Council shall not be unreasonably withheld.

- 5.13.8. Once established, an employee may change their salary sacrifice arrangements up to two times per calendar year, provided the required notice period of 4 weeks is given.
- 5.13.9. All payments for all types of leave, annual leave loading, superannuation, redundancy payments, termination payments, overtime, shift penalties will be calculated on the basis of the employee's pre-sacrifice salary.
- 5.13.10. The employee shall bear the responsibility and costs associated with taxation and any other matters in respect of the salary sacrifice arrangements. This means that contributions made to the relevant superannuation fund will be adjusted (at the employee's cost) to take account of taxation payable in relation to those contributions.
- 5.13.11. Salary sacrifice contributions will be treated as employer contributions and may be subject to the superannuation surcharge and are likely to be preserved.

5.13.12. Salary Sacrifice – Other

By agreement between the Council and the employee, the employee may elect to sacrifice his/her gross salary by means of a separate written election.

The Employer and Employees agree that salary sacrifice arrangements be implemented on the following basis:

- 5.13.12.1. The amount of gross salary to be sacrificed shall not exceed 50% of the employee's salary. For the purposes of this clause, gross salary refers to the salary that the employee would have received had they not entered into a salary sacrifice arrangement.
- 5.13.12.2. Prior to the Council agreeing to implement salary sacrifice for any employee covered by this Agreement, financial advice must be sought by the employee from an accredited financial advisor. The Council may require the employee to provide evidence that this has occurred. Such financial advice shall be at the cost of the employee.
- 5.13.12.3. The council and the employee shall have agreed to the items capable of being included in the salary sacrifice arrangement and the application is accepted by and meets the terms of remuneration packaging/salary sacrifice guidelines as developed by the council.
- 5.13.12.4. The council and the employee shall have agreed that the implementation of the salary sacrifice arrangement will not result in additional cost to the employer, including any liability for Fringe Benefits Tax.

6. Working Arrangements

6.1. Hours of Work

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

- 6.1.1. Standard working hours for each week will be 38 hours.
- 6.1.2. The agreed span of working hours shall be between 7.00 a.m. and 7.30 p.m. over five days per week, Monday to Friday inclusive, excluding public holidays. No penalty payments will be made for work undertaken within this span of hours except where an employee is required to work in excess of 10 hours a day.
- 6.1.3. Ordinary hours worked per day will be 7.6, but this may be increased to 10 hours per day before penalty rates apply. This is on the understanding that there is mutual agreement and is in the interest of improved customer service.
- 6.1.4. Penalty rates as provided for within clause 6.5.1 (overtime) will only apply under the following conditions: -
 - Where the work is outside the span of working hours (Monday to Friday); or
 - For any hours in excess of 10 per day worked at the request of management.
- 6.1.5. Weekends and public holiday loadings will be paid in accordance with the provisions contained within Clause 6.2 or 6.5.
- 6.1.6. Where Employees under this Agreement are required to supervise other Employees who are covered under a separate Workplace Agreement which allows for a nine day fortnight, those supervising Employees may arrange their work over nine days per fortnight in accordance with the above guidelines.
- 6.1.7. Flexitime can be accumulated up to but not exceeding 15.2 hours in excess of 152 hours per 4-week period. Where additional hours are worked under the terms of Clause 6.1.2 and 6.1.3, Direct Manager may approve the accumulation of flexitime beyond 15.2 hours duration in accordance with the relevant procedure as amended or replaced.
- 6.1.8. Employees should reach agreement with their manager on an arrangement for managing their hours of work, and where requested, a mechanism for recording these hours.

- 6.1.9. An employee may elect, with the consent of their employer, to work “make-up time”, under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.
- 6.1.10. Employees are not required to work more than five hours without a meal break of no less than thirty minutes. That meal break is unpaid and does not form part of the employee’s ordinary hours of work.

6.2. Penalty Rates on Ordinary Time

- 6.2.1. Employees who as part of their ordinary hours of duty regularly perform work prior to 7.00 am or after 7.30 pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.
- 6.2.2. Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50%, in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.
- 6.2.3. Employees working on public holidays as part of their ordinary hours may elect to receive either:
 - 6.2.3.1. 150% in addition to their ordinary time rate of pay; or
 - 6.2.3.2. 50% in addition to their ordinary time rate of pay, plus paid time off in lieu equal to the number of hours worked, to be taken at a time that is mutually agreed between the employee and the employer.
- 6.2.4. Employees who are regularly rostered to work over seven (7) consecutive days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 6.2.5. Employees who qualify under 6.2.4 hereof shall have all annual leave loading calculated at the rate of twenty per cent instead of 17.5%.
- 6.2.6. If an employee works Saturday and Sunday as part of their ordinary week, then they shall be entitled to two (2) consecutive days off during the period Monday to Friday, which shall be mutually agreed between the Employer and Employees.
- 6.2.7. The penalty provisions of this subclause will not apply to supervisory staff as defined in clause 6.1.6 hereof
- 6.2.8. These provisions are not intended to alter or affect flexitime or rostered hours arrangements.

6.3. Library Officers

- 6.3.1. Except where a written hours agreement exists as provided for within clause 6.9, Library employees required to work as part of their normal roster on any day Monday to Friday (inclusive) beyond 5.00 pm shall be paid a loading as set out below for all such hours worked after 5.00 pm.
- 6.3.1.1. for employees paid up to and including Level 4 Step 3, a 15% loading in addition to their ordinary time rate of pay;
 - 6.3.1.2. for employees paid at Level 4 Step 4, but not more than Level 6 Step 1, a 15 % loading calculated at Level 4 Step 3 ordinary time rate of pay;
 - 6.3.1.3. for employees paid at Level 6 Step 2 or above, no loading.
 - 6.3.1.4. These loadings will only be paid where the work time is continuous other than for meal breaks.
- 6.3.2. Library employees who are required to work as part of their ordinary weekly hours:
- 6.3.2.1. On Saturday up to noon shall be paid a loading of 25% for such time;
 - 6.3.2.2. On Saturday afternoon, on Sunday or a public holiday shall be paid a loading of 50% for such time.
- 6.3.3. Library employees who are required to work in excess of 38 hours in any one week shall receive payment for such excess time at the rate of time and a half , or else be granted time-off in lieu (TOIL) in accordance with clause 6.4.

6.4. Time off in Lieu of Overtime

By mutual agreement between the employee and the employer, at a time convenient to both, time off may be taken in lieu of overtime payment as follows:-

Such time off shall be either:

- a) time equivalent to the amount of overtime worked multiplied by the appropriate penalty rate; or
- b) time equal to the amount of overtime worked together with a payment representing the difference between the normal time rates and the appropriate penalty rate.

6.5. Overtime

- 6.5.1. All work performed in excess of the ordinary hours of duty per week or before the ordinary commencing hour or after the normal ceasing hour on any day Monday to Friday inclusive shall be paid for at the rate of time and a half for the first three hours and double time thereafter until the completion of the overtime worked.
- 6.5.2. All overtime worked on a Saturday before noon shall be paid for at the rate of time and one half for the first three (3) hours and double time thereafter.
- 6.5.3. All overtime worked on a Sunday or afternoon on Saturday shall be paid for at double time.
- 6.5.4. All overtime worked on a public holiday shall be paid for at double time and one-half. Provided that employees required to work overtime on any such occasion shall be paid a minimum of three (3) hours work at the appropriate overtime rate.
- 6.5.5. Employees paid at Level 6 Step 1 or above shall be entitled to overtime payments or paid time in lieu calculated at the Level 5 Step 3 salary rate.
- 6.5.6. Employees shall attend Council meetings where it is a requirement to attend. Attendance at Council meetings is a requirement and not subject to overtime.

6.6. Rest Period after Overtime

- 6.6.1. If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10 hour break, then, by agreement, either:
 - 6.6.1.1. the employee may, without loss of pay, start work at such a later time as is necessary to ensure that they receive a break of at least 10 hours; or
 - 6.6.1.2. the employer must pay the employee double ordinary rates for all work performed until the employee has received a break of at least 10 hours.

6.7. Annualised Hours Employees

- 6.7.1. An annualised hours agreement exists where there is an agreement between the employer and the employee to allow the total number of hours per annum normally worked by an ongoing employee, to be worked on a rostered basis over a period of less than 52 weeks over a 12 month period.

- 6.7.1.1. For the purposes of payment, the total number of nominated annual hours will be averaged to a fortnightly salary.
- 6.7.1.2. Annualised hours employees shall receive the same leave entitlements as other full time employees or part-time if working part time.
- 6.7.1.3. Annualised hours employees will be entitled to the benefit of all public holidays that fall during the period for which they are rostered to work.
- 6.7.1.4. Annualised hours employees will be eligible for overtime in the same manner as other employees.
- 6.7.1.5. During any period over a 12 month period that the employee is not rostered to attend work, the employee's contract of employment will continue in force, with such non-attendance periods counting as service.
- 6.7.1.6. Where the employer and the employee agree to vary the employee's work pattern, an appropriate reconciliation in respect of future hours and annualised pay arrangements will be made.

6.8. Call Out

Any employee, except those on an hours agreement pursuant to Clause 6.9 of this agreement, recalled to work on Saturday or Sunday between the hours of 8.30 am and 6.00 pm shall be paid 3 hours call out in accordance with the provisions set out within Clause 6.5.1, 6.5.2 or 6.5.3 of this agreement, Any further call out within the first three hour span shall be worked at no further cost to the Council.

Where a further call out occurs after the first 3 hour span then a second call out shall be paid to the employee.

6.9. Local Area Work Agreements

- 6.9.1. Penalty provisions in respect work undertaken outside of the standard span of working hours will be as set out within this enterprise agreement unless provided for otherwise within a written local area hours agreement negotiated with employees.
- 6.9.2. Under such agreement, the employer and employee(s) may agree to a suitable employment package to take account of work that is likely to be performed outside the ordinary hours of work and other similar contingencies inherent in the work. .
- 6.9.3. An employer and employee may also agree to flexible working arrangements which include banked hours, make-up time, accrued and rostered days off, and/or seasonal working arrangements.

- 6.9.4. All such agreements shall not result in the employee being any worse off when measured against the Enterprise Agreement overall.
- 6.9.5. Local Area agreements should be entered into by mutual agreement without coercion, be for a fixed term and recorded in writing.

7. Leave of Absence

7.1. Annual Leave

- 7.1.1. All employees other than casual employees shall be entitled to a maximum of 4 weeks paid annual leave exclusive of paid public holidays, for each period of 12 months continuous service. Annual leave is accrued progressively on the basis of one thirteenth of the number of nominal hours worked by the employee for the employer during each 4 week period, such leave to be paid for at normal weekly salary.
- 7.1.2. Annual Leave may be applied for on a pro-rata basis in accordance with any accrued entitlements.
- 7.1.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall be granted an additional week of annual leave.
- 7.1.4. Annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned.
- 7.1.5. If, the employment of any employee is terminated for any reason, or any employee lawfully terminates their employment, they shall be entitled to pro-rata payment in respect of annual leave in respect of each completed week or fortnight of continuous service (according to the length of the pay period of the employee concerned).
- 7.1.6. Notwithstanding the provision of this clause, an employee may elect, with the consent of the employer, to:
 - 7.1.6.1. accrue and carry forward any amount of annual leave for a maximum of two years from the date the employee becomes entitled to the leave.
 - 7.1.6.2. take annual leave in single days.

7.2. Annual Leave Loading

- 7.2.1. In addition to the annual leave as prescribed by clause 7.1, all employees, except for those covered by Clause 7.2.3, 7.2.4, and 7.2.6 shall be entitled when proceeding on leave, to payment of an annual leave loading of a sum equal to 17.5% of the four (4) weeks equivalent to the employee's annual salary at the time of proceeding on leave.

- 7.2.2. Employees whose annual salary is in excess of the salary payable to Level 6, Step 2 shall receive as a maximum loading, the loading calculated at the rate applicable to the Level 6, Step 2.
- 7.2.3. Employees who are regularly rostered over seven consecutive days, including Sundays and public holidays, shall have all annual leave loading calculated at the rate of twenty (20%) per cent instead of 17.5%.
- 7.2.4. An employee whose contract of employment and negotiated annual salary is inclusive of annual leave loading is excluded from clause 7.2.
- 7.2.5. An employee whose services terminate for any reason, other than serious misconduct, and who is entitled to payment in lieu of accumulated annual leave, shall also be paid any annual leave loading entitlement prescribed under Clause 7.2.1.
- 7.2.6. Conversion of annual leave loading entitlement to additional annual leave - employees may elect to receive:
 - 7.2.6.1. 3.5 days additional annual leave (pro-rata) in addition to annual leave for employees classified under this agreement up to level 8, in lieu of payment of annual leave loading in clause 7.2.1 or
 - 7.2.6.2. Employees paid a negotiated salary will be subject to clause 7.2.4 and will not be subject to this arrangement but may negotiate to include leave loading in their salary or to include additional leave in lieu of leave loading.
- 7.2.7. This election will be for the life of the agreement and will be subject to the same conditions as annual leave but not subject to annual leave loading. Additional conditions relating to conversion of annual leave loading will be in accordance with the relevant procedure as amended or replaced.

7.3. Long Service Leave

- 7.3.1. Long service leave will be administered in accordance with the Long Service Leave Act 1987 (SA), including the "cashing out" provisions.
- 7.3.2. Where an employee's weekly hours are reduced then Long Service Leave entitlements accrued prior to the change shall be calculated and preserved at those weekly hours.
- 7.3.3. From the date of such altered hours, further entitlements shall accrue at the new contracted weekly hours.
- 7.3.4. A Long Service Leave application must be for a minimum period of one week.
- 7.3.5. Long Service Leave may be accessed and taken, subject to approval from the relevant Departmental Head, on a pro rata basis after the completion of seven years service.

- 7.3.6. Where requested by an employee and approved by a direct manager, an employee may access long service leave entitlements at half pay for double the period of leave.

7.4. Compassionate Leave

- 7.4.1. An employee shall be entitled on each occasion, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work:
- 7.4.1.1. to spend time with an immediate family or household member who is suffering from a personal illness or injury that poses a serious threat to that person's life; or
 - 7.4.1.2. upon the death of an immediate family or household member.
- 7.4.2. Proof of such illness/injury or death shall be furnished by the employee to the satisfaction of the employer, if so requested, provided that more favourable terms of leave may be granted by the employer if satisfied in any particular case that the leave authorised by this condition is inadequate.
- 7.4.3. This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

7.5. Parental Leave

- 7.5.1. Eligibility
- 7.5.1.1. Subject to the terms and conditions of this clause, all full-time and part-time permanent and fixed-term contract employees are entitled to the entitlements prescribed in sub-clause 7.5.2. A long term casual employee is entitled to entitlements in sub-clauses 7.5.2.1, 2 & 3.
 - 7.5.1.2. The entitlements for fixed-term contract staff under this clause cease from the date of termination of the fixed-term contract, unless the employee is re-employed on a permanent basis or further fixed-term contract.
 - 7.5.1.3. A long term casual employee for the purpose of this clause is a casual employee:
 - a) Who has been employed by the City of Salisbury on a regular and systematic basis during a period of at least twelve (12) months; and
 - b) Who, but for the expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the City of Salisbury on a regular and systematic basis.

7.5.2. Definition

7.5.2.1. For the purpose of this clause the following definition will apply:

- a) "Child" means a child of the employee under the age of five (5) years. In the case of adoption, "child" excludes a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- b) "Spouse" includes a de facto, same sex partner or former spouse.

7.5.3. Basic Entitlements

7.5.3.1. Maternity and Adoption Leave – Unpaid

After twelve (12) months continuous service, an employee who becomes pregnant or adopts a child is entitled to up to fifty two (52) weeks unpaid parenting leave. This leave is inclusive of any period of paid maternity leave as specified in sub-clause 7.5.3.3.

7.5.3.2. Parenting Leave - Unpaid

An employee exercising parental responsibilities, who is not the birth mother of the child, is entitled up to fifty two (52) weeks unpaid parenting leave, subject to appropriate documentation being provided.

7.5.3.3. Paid Maternity and Adoption Leave

- a) An employee who has worked for the City of Salisbury on a continuous basis for twelve (12) months or more prior to the expected date of birth or adoption shall be entitled to twelve (12) weeks at 100% of their ordinary rate of pay.
- b) Normal incremental advancement within salary classifications shall continue during periods of paid maternity leave taken under this clause.
- c) Employees may access paid maternity or adoption leave entitlements at half pay where requested by an employee and approved by the supervisor.
- d) For part-time employees, the paid portion of the leave will be at the proportional pro-rata rate of pay.

7.5.3.4. Partner or parenting Leave

A full-time and part-time permanent and fixed-term employee, who submits a certificate from a registered medical practitioner of their partner's pregnancy, or who provides evidence of adoption or guardianship, shall be entitled to access ten (10) working days of paid carers leave, where available, for the purposes of:

- a) Supporting a partner prior to, or after, the expected date of birth or adoption of a child
- b) Whereby an employee assumes legal guardianship of their grandchild under the age of five (5)

7.5.3.5. Special Maternity and Adoption Leave

- a) If maternity, partner, or adoption leave has commenced, or has been applied for and not commenced and:
 - i. In the case of maternity leave, the pregnancy of the employee terminates after 28 weeks other than by the birth of a living child, or
 - ii. The employee's child dies during the period that the employee is on leave; or
 - iii. In the case of adoption leave, the child dies during the period that the employee is on leave.

The employee shall be entitled to their full period of paid leave, as initially approved by the supervisor.

(b) Further unpaid special maternity, partner or adoption leave may be granted to the employee, subject to managerial determination on a case-by-case basis.

7.5.4. Notification Requirements

7.5.4.1. An employee will provide the employer at least 10 weeks advance notice of the expected commencement date and period of parental leave in writing, as well as:

- a) A certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement; and
- b) A statutory declaration stating particulars of any period of partner's leave sought or taken by her spouse and that, for the period of maternity/adoption leave, the employee will not engage in any conduct inconsistent with her contract of employment.
- c) Other appropriate certification relating to the birth or adoption of the child and where appropriate, stating

the employee's legal responsibility to the child, as required by Council.

7.5.4.2. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding six (6) weeks from receipt of notification for the employee's return to work.

7.5.4.3. An employee may take maternity/adoption/parental leave without giving ten (10) weeks' notice if:

- a) the birth of the child occurs earlier than expected; or
- b) through circumstances beyond the control of the employee, the adoption of a child takes place earlier; or
- c) the birth mother of the child dies; or
- d) other compelling circumstances arise.

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

7.5.5. General Conditions

7.5.5.1. Subject to clause 7.5.4.1 above, and unless otherwise agreed upon between both parties, an employee may commence maternity leave at any time.

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

7.5.5.3. Where leave is granted under clause 7.5.3, during the period of leave an employee may return to work at any time as agreed between the employer and the employee provided that time does not exceed six (6) weeks from the recommencement date desired by the employee.

7.5.5.4. Should both parents be in the employ of Council, parental leave may be granted to more than one (1) employee in respect to the same child, but not at the same time, except that both parents may simultaneously access the leave in the following circumstances:

- a) for maternity or adoption and partner's leave, an unbroken period of five (5) paid days at the time of the birth of the child, per clause 7.5.3.4;

- b) and not so that leave granted to the employees in relation to the same child exceeds 104 weeks.

7.5.5.5. The employee has the right to request a further period of unpaid parental leave provided in clauses 7.5.3.1 & 2, by a further 12 months.

7.5.5.6. Unless agreed otherwise between the employer and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least six (6) weeks prior to the commencement of the changed arrangements.

7.5.5.7. The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause. The employer must not fail to re-engage a casual employee because:

- a) the employee or employee's spouse is pregnant, or
- b) the employee is or has been immediately absent on parental leave.

7.5.6. Statutory Paid Parental Leave (PPL) Scheme

7.5.6.1. This agreement will be taken not to limit or preclude the application of the Federal Government PPL Scheme in accordance with its terms, as amended or replaced.

7.5.6.2. In order to efficiently administer paid parental leave entitlements to eligible staff, City of Salisbury paid maternity or adoption entitlements as specified under clause 7.5.3, will commence from the first date of approved maternity (generally 6 weeks prior to the expected birth of the child, but not after the expected or actual date of birth, whichever occurs first) or adoption leave.

7.5.6.3. Federal PPL entitlements will be paid to eligible staff as specified by the relevant Governing bodies and may overlap any City of Salisbury entitlements.

7.5.7. Resumption of Duty

7.5.7.1. An employee (excluding a long term casual employee) who returns to work after absence on maternity or adoption leave shall:

- a) Unless otherwise agreed by the employee, return to the position which they occupied immediately prior to such an absence. The employee may negotiate a return to work on a part-time basis in accordance with the provisions of clause 7.5.8).
- b) In the event that the position the employee occupied immediately prior to such absence is not available due

to reorganisation of the work unit, they shall be appointed to a position equivalent in status and salary scale to the position formerly occupied.

- 7.5.7.2. A long-term casual who returns to work after absence on maternity or adoption leave is entitled to return to the position which they held immediately prior to such absence. If the position no longer exists and the employee is qualified and able to work in another position, the employee is entitled to return to that position.
- 7.5.7.3. In the case of an employee transferred to a safe job pursuant to clause 7.5.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 7.5.7.4. Where the employee has requested the employer to extend the period of unpaid parental leave for an additional period of unpaid leave for a further continuous period not exceeding 12 months pursuant to sub clause 7.5.5.5, the employee shall not have an automatic right to return to the employee's substantive position at the completion of the period of parental leave. The CEO may exercise the discretion to return the employee to a position with similar duties and at the same classification level held before the employee commenced parental leave.

7.5.8. Part-Time Employment

- 7.5.8.1. To assist employees in reconciling work and parental responsibilities, an employee entitled to parental leave pursuant to the provisions of clause 7.5.3 may request the employer to allow the employee to return from a period of maternity or adoption leave on a part-time basis until the child reaches school age.
- 7.5.8.2. The employer shall consider the request to return to work on a part-time basis, having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable operational grounds. All correspondence in relation to this approval or variation must be confirmed in writing. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
- 7.5.8.3. Where an employee wishes to make a request to return to work on a part-time basis, such a request must be made as soon as possible but no less than six (6) weeks prior to the date upon which the employee is due to return to work from parental leave.
- 7.5.8.4. A female employee may work part-time for one (1) or more periods while she is pregnant where part-time employment is, necessary or desirable based on medical advice arising from risks as identified under clause 7.5.5 & 7.5.9.

7.5.8.5. Before commencing a period of part-time employment under this sub-clause the employee and the employer shall agree:

- a) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
- b) upon the classification applying to the work to be performed; and
- c) upon the term of part-time employment.

7.5.8.6. The terms of this part-time work agreement may be varied by consent. And the work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Agreement.

7.5.9. Transfer to a Safe Job

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

7.5.9.2. If the employer does not believe it to be reasonably practicable to transfer the employee to a safe job, the employee may take paid leave immediately, at the rate the employee would reasonably have expected to be paid by the employer, for a period ending at the earliest of whichever of the following times is applicable:

- a) the end of the period stated in the medical certificate;
- b) if the employee's pregnancy results in the birth of a living child; the end of the day before the date of birth;
- c) if the employee's pregnancy ends otherwise than with the birth of a living child- the end of the day before the end of the pregnancy.

7.5.10. Continuity of Service

7.5.10.1. Any period of paid maternity or adoption leave, excluding the Government PPL payments shall count as service with Council for all purposes.

- 7.5.10.2. Any period of unpaid maternity or adoption leave shall be deemed not to have broken the employee's continuity of service.
- 7.5.10.3. Any period of unpaid maternity or adoption leave shall not count as service with Council for the purpose of accrual of entitlement to annual leave, sick leave or long service leave or for any other benefit.
- 7.5.10.4. Commencement of part-time work under this sub-clause and return from part-time work to full-time work under this sub-clause, shall not break the continuity of service or employment

7.5.11. Use of leave

- 7.5.11.1. Employees may elect to cover any of the period of unpaid parental leave (up to 52 weeks inclusive of paid leave) with any personal entitlements owing to them such as annual leave and/or long service leave and /or TOIL and/or Flex Time during or adjacent to any period of unpaid parental leave.
- 7.5.11.2. If such annual leave, long service leave, TOIL or Flex Time are to be taken, the normal notice requirements for the taking of that leave apply.
- 7.5.11.3. Where an employee, not then on parental leave, suffers illness related to her pregnancy, she may take any accrued sick leave and such further unpaid leave (to be known as special maternity leave) as a registered practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and parental leave shall not exceed 52 weeks or a longer period as agreed.

7.5.12. Replacement Employees

- 7.5.12.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, on a full-time or part-time basis, as a result of an employee proceeding on parental leave.
- 7.5.12.2. Before the employer engages a replacement employee under 7.5.12.1 hereof, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- 7.5.12.3. Nothing in this sub-clause shall be construed as requiring the employer to re-engage a replacement employee.

7.5.13. Communication during Parental Leave

- 7.5.13.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 7.5.13.2. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 7.5.13.1.

7.6. Sick Leave

- 7.6.1. An employee, who is absent from duty on account of personal sickness or injury other than an injury for which worker's compensation is payable, shall be entitled to leave with full pay to the extent of 10 days per annum, which will be converted to hours. Any sick leave not taken shall accumulate from year to year. In the first year of service, an employee's sick leave entitlement shall accrue on the basis of 1.46 hours for each completed one (1) week of service.
- 7.6.2. Subject to 7.6.3 hereof, the sick leave prescribed shall be granted and the employee shall be entitled to payment in respect of an absence due to illness, provided that, if so required by the employer, the employee produces to the employer a medical certificate or other reasonable evidence to prove that they were unable to attend for duty on the day or days in respect of which they claim sick leave.
- 7.6.3. An employee shall be allowed a maximum aggregate of five (5) days sick leave per annum without a medical certificate, provided that, for any period of sick leave exceeding two (2) consecutive days, or single days taken together with a public holiday or rostered/flexi day off, or where (both) the days preceding and following a weekend are taken off duty, or where the employer is concerned about a pattern of sick leave or absenteeism, satisfactory medical evidence shall be submitted by the employee concerned, if required by the employer.
- 7.6.4. Direct managers will have discretion on whether or not to request the medical certificate referred to above. In doing so supervisors are expected to refer to procedures on the intranet for managing illness and absence.

- 7.6.5. Where an employee falls sick or suffers an injury while on annual leave and forwards to the employer during the period of incapacity, a medical certificate or other reasonable evidence to show that they are incapacitated to the extent that they would be unfit to perform their normal duties, the employee shall be granted, at a time convenient to the employer, additional leave equivalent to the period of incapacity falling within the said period of annual leave provided that the period of incapacity is of at least five (5) working days duration. Subject to sick leave credits, the period of certified incapacity shall be paid for and debited as sick leave.

7.7. Paid Carer's Leave

- 7.7.1. An employee with responsibilities in relation to either members of their immediate family or members of their household, who need the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any accrued sick leave entitlement for absences to provide care and support for such persons when they are ill or to access paid parenting leave as per clause 7.5.3.4.

In most circumstances paid carer's leave will be restricted to 10 days per year. However, the employer may, at its discretion, on a case-by-case basis, approve additional paid carer's leave (that is, more than 10 days per year) where the employee has accrued sufficient sick leave.

- 7.7.1.1. The employee may be required to establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned in accordance with sub-clause 7.6.3.
- 7.7.1.2. The entitlement to use sick leave in accordance with this sub-clause is subject to:
- a) the employee being responsible for the care of the person concerned; and
 - b) the person concerned being either a member of the employee's immediate family or a member of the employee's household.
- 7.7.1.3. The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 7.7.1.4. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual employees are

not entitled to any payment for any period of non-attendance.

- 7.7.1.5. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

7.8. Unpaid Leave for Carer's Leave Purposes

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

7.9. Requests for Unpaid Leave

- 7.9.1. Council recognises that for personal or family reasons, employees may apply for a period of unpaid leave.
- 7.9.2. All applications must be in writing outlining the reasons for the request.
- 7.9.3. Leave requested for professional development purposes where the employee intends to return to City of Salisbury on completion of the unpaid period will be assessed on its merit.
- 7.9.4. Departmental Heads will consider each application received and consult with the People and Culture Division before responding to the request.
- 7.9.5. Each application will be treated on merit taking into account operational requirements.

7.10. Jury Service

- 7.10.1. A full-time or part-time employee who is called to serve on a jury shall be entitled to leave for that purpose without loss of pay, provided that:
 - 7.10.1.1. The employee notifies Council as soon as possible of the date(s) involved in jury service;
 - 7.10.1.2. The employee supplies proof of jury attendance including the relevant dates and times together with full details of the amounts received in respect of the attendance;
 - 7.10.1.3. The employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for traveling) repays such amounts in full to Council; and

7.10.1.4. The employee, as far as is practicable, shall return to work if the jury attendance ceases prior to the end of the normal day's work.

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

7.11. Public Holidays

7.11.1. All employees shall be entitled to the following public holidays without any deduction of pay:

7.11.1.1. Any day prescribed as a holiday by the South Australian Holidays Act 1910 (as amended), and any other days that may from time to time be proclaimed as public holidays in the State of South Australia.

7.11.2. Provided that, where a public holiday occurs on a rostered day off of any employee who is regularly required to work according to a roster covering six or seven days, the employee shall be entitled to an additional day's leave in lieu of such public holiday to be taken at a time mutually convenient to the employee and the employer.

8. Career Development

Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.

Support for career development comes in a number of forms. These may include, but not be limited to:

- a) Study Assistance to pursue qualifications at TAFE or University;
- b) Secondments either within or outside of the City of Salisbury;
- c) Career development opportunities - these may be opportunities to relieve in roles where short-term vacancies are created or where a job rotation may be of benefit to widen the employee's breadth of skill and knowledge. It may also include participation in project teams or undertaking special project work.
- d) The active participation in Performance and Development Reviews. Performance Development Reviews can be used for the development of long-term career goals (3 – 5 year) that the employee wishes to work toward.

8.1. Study Assistance

8.1.1. Employees may apply for study assistance. Consideration will be given to the following factors in assessing study assistance:

- a) The course of study will have a direct relationship to the employee's current duties or fall within the scope of duties that may be expected as a result of the need to perform alternative duties.

- b) Alternatively, the course of study may be a key component of a long-term career development plan for the employee.
- c) The ability of the work area to continue to provide operational service levels.

8.1.2. Study assistance will consist of one of the following options:

Option One – Study Leave

- a) If the employee elects to undertake an approved course of study with contact hours during Council's normal work hours then they may take up to 2 hours per subject per week up to a maximum of five hours per week of paid work time in order to attend lectures, examinations and travel time.
- b) If studying an approved course of study by correspondence or outside normal work hours, the employee will be eligible to apply for up to 2 hrs per week per subject study time up to a maximum of 5 hours per week.
- c) The employee will need to nominate an anticipated completion date for each subject or unit of study at the time of application.
- d) If a subject is not successfully completed Council will not support study leave for repeating that subject.

Option Two – Financial Study Support

- a) An employee may seek, in lieu of any paid study leave, to have prescribed course fees refunded up to a maximum of \$250 per semester. Refunds of the prescribed amounts are made upon documented evidence of successful course completion and presentation of official receipts, on a semester by semester basis
- b) An employee undertaking an approved study course, may alternatively apply for discretionary funding support under the criteria set out in Council's Study Support Policy as it pertains specifically to succession planning considerations and/or identified staff retention requirements.
- c) In addition to the above, employees suffering from financial hardship, may elect to apply for an interest free loan from the City of Salisbury. If granted, such a loan will.
 - be repaid through regular salary deductions.
 - be secured against an employee's accrued entitlements.
 - be repaid within an agreed period.
- d) Where an employee is required by the employer to undertake a course, the employer shall on the satisfactory completion of each year, reimburse the employee for all fees paid in respect of such a course.

8.1.3. Employees may benefit under the provisions outlined for study leave assistance or financial study assistance, but not both. Employees receiving financial study support under Option Two (a or b) will not be eligible for paid study leave.

8.2. Secondments

Secondments are recognised as a mechanism that can contribute toward the career development of employees. In order to encourage employees to take up such opportunities, the following protection for a secondee is offered:

- a) A secondee maintains the right to return to their substantive position when the secondment is concluded.
- b) The period of secondment shall be agreed to by the Employer and Employees prior to commencement and be recorded in a variation to the employee's contract
- c) A secondee remains an employee of the City of Salisbury and is covered for the purposes of salary by the rates prescribed under this Agreement
- d) A secondee shall be bound for operational purposes by the Policies and Procedures of the host organisation (or work area) for the period of secondment.

8.3. Recruitment Considerations

- 8.3.1. Wherever possible and practical, Council will seek to provide opportunities for career development and multi-skilling of its employees. This will include seeking expressions of interest for all positions at Level 3 and below internally in the first instance, unless a restricted choice is clearly evident (e.g. 2 or less eligible employees).
- 8.3.2. Staff who meet essential selection criteria will be interviewed for the position.
- 8.3.3. Where an internal and external applicant are considered equal on merit following the selection process, preference will be given to the internal candidate.
- 8.3.4. Internal applicants shall, where requested, receive feedback regarding their application and interview.
- 8.3.5. Selection to all vacancies shall be made on the basis of 'merit' except where redeployees at the same or a higher classification level are available who may, either with or without training, be able to satisfactorily perform the duties. In such instances, preference will be given to such employees.
- 8.3.6. Where a position is to be vacant for up to 13 weeks, the appointment of a person to fill the higher duties role is at the discretion of the Manager. Managers are encouraged to make any short-term backup position available to candidates who have the credentials to meet position requirements.
- 8.3.7. Final authority and discretion for all appointments will rest with the CEO, or where delegated, with the relevant Departmental Head.
- 8.3.8. Miscellaneous

8.4. Uniforms/Protective Clothing

- 8.4.1. Where an employer requires an employee to provide his/her own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of such protective clothing.
- 8.4.2. An employee shall be reimbursed the costs involved in providing a uniform in circumstances where the employer requires the uniform to be worn.
- 8.4.3. Employees who are required to handle chemicals in the course of their duties shall be entitled to an annual medical examination as arranged by the employee and the employer. The cost of such medical examination – being the difference between the Medicare rebate and the actual cost of the examination – shall be borne by the employer.

8.5. No Further Claims

This Agreement is signed on the understanding that no further claims will be made with respect to all matters pertaining to the employment relationship whether covered by this Agreement or not, for the period of this Agreement.

9. Salary Payments

A salary increase of 4% shall apply on approval of this agreement. The increase will be backdated to the first full pay period on or after 1 July 2011.

A further salary increase of 4% shall apply from the first full pay period on or after 1 July 2012.

The salary rates to apply are attached to this Agreement as Appendix 1.

10. Signatories to the Agreement

Signed for and on behalf of:

The City of Salisbury by (CEO)

Witness

Australian Services Union (Branch Secretary)

Witness

11. Appendix 1 – Rates of Pay

Pay rates effective from first pay period commencing on or after 1st July 2011

Administration Services Stream Community & Environmental Services Technical Services Stream			Senior Officers Stream		
GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.
Trainee		35,624	Level 1	1	71,829
Junior - Level 1A	17 & under (62%)	19,844		2	74,205
	18 (72%)	23,045		3	76,584
	19 (82%)	26,245	Level 2	1	78,960
	20 (92%)	29,447		2	81,335
Junior - Level 1	17 & under (62%)	25,712		3	83,713
	18 (72%)	29,859	Level 3	1	86,565
	19 (82%)	34,006		2	89,422
	20 (92%)	38,153		3	92,275
Level 1A	1	32,007	Level 4	1	94,436
	2	34,295		2	98,147
	3	36,583	Level 5	1	102,782
	4	38,871		2	106,495
Level 1	1	41,471	Level 6	1	111,135
	2	42,421		2	114,846
	3	43,753	Level 7	1	119,484
	4	45,182		2	125,051
	5	46,608	Level 8	1	132,475
	6	48,032		2	139,895
Level 2	1	49,478	Level 9	1	151,030
	2	50,905	Level 10	1	164,721
	3	52,334			
	4	53,758			
Level 3	1	55,182			
	2	56,613			
	3	58,037			
	4	59,466			
Level 4	1	60,893			
	2	62,318			
	3	63,745			
	4	65,168			
Level 5	1	66,594			
	2	68,023			
	3	69,447			
Level 6	1	71,829			
	2	74,205			
	3	76,584			
Level 7	1	78,960			
	2	81,335			
	3	83,713			
Level 8	1	86,565			
	2	89,420			
	3	92,275			

Pay rates effective from first pay period commencing on or after 1st July 2012

Administration Services Stream Community & Environmental Services Technical Services Stream			Senior Officers Stream		
GRADE	YEAR	\$ P.A.	GRADE	YEAR	\$ P.A.
Trainee		37,049	Level 1	1	74,702
Junior - Level 1 A	17 & under (62%)	20,638		2	77,173
	18 (72%)	23,967		3	79,647
	19 (82%)	27,295	Level 2	1	82,118
	20 (92%)	30,624		2	84,589
Junior - Level 1	17 & under (62%)	26,740		3	87,061
	18 (72%)	31,054	Level 3	1	90,028
	19 (82%)	35,366		2	92,999
	20 (92%)	39,680		3	95,966
Level 1 A	1	33,287	Level 4	1	98,214
	2	35,667		2	102,073
	3	38,046	Level 5	1	106,893
	4	40,426		2	110,755
Level 1	1	43,130	Level 6	1	115,581
	2	44,117		2	119,440
	3	45,503	Level 7	1	124,263
	4	46,989		2	130,053
	5	48,472	Level 8	1	137,774
	6	49,954		2	145,490
Level 2	1	51,457	Level 9	1	157,071
	2	52,941	Level 10	1	171,310
	3	54,427			
	4	55,908			
Level 3	1	57,390			
	2	58,878			
	3	60,359			
	4	61,845			
Level 4	1	63,329			
	2	64,811			
	3	66,295			
	4	67,775			
Level 5	1	69,258			
	2	70,744			
	3	72,225			
Level 6	1	74,702			
	2	77,173			
	3	79,647			
Level 7	1	82,118			
	2	84,589			
	3	87,061			
Level 8	1	90,028			
	2	92,997			
	3	95,966			

12. Appendix 2 - Classification Criteria Municipal Officers

12.1. A2.1. Classification

- A2.1.1. The aim of the classification process is to ensure as far as practicable, that work features, responsibilities, skills, knowledge, experience and qualifications are evaluated in comparable terms irrespective of discipline. The salary structure encompasses employees engaged in work of an administrative, community, environmental, technical or professional nature.
- A2.1.2. The first step in establishing the most appropriate classification for a position involves the gathering and documenting of information about the position and describing it in a form that can be used to compare the job with the classification criteria. The quality and extent of the information gathered is very important in this process, as it will be used to determine the appropriate classification for the position.
- A2.1.3. Based on the information gathered, a job description will be prepared specifying the responsibilities, duties, skills knowledge and/or experience required in the position.
- A2.1.4. After the job description is complete a systematic comparison with the classification criteria will to be undertaken. This assessment is used to determine the appropriate classification of the position.
- A2.1.5. All officers will be classified in accordance with the General Officer structure or on the basis of a negotiated salary for Senior Officers.
- A2.1.6. To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight distinctive levels within the structure.
- A2.1.7. When classifying a position all aspects of the job must be considered against the total classification criteria and the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.
- A2.1.8. The job description will be tested against more than one level for appropriateness.

12.2. A2.2. Senior Officers

Senior Officers will be paid in accordance with the salary schedule for General Officers or Senior Officers, unless by agreement with the Senior Officer, alternative salary arrangements are negotiated

12.3. A2.3. Progression through the Levels

- A2.3.1. At the conclusion of each 12-month period following appointment to a classification a full time officer shall be eligible for incremental progression within each salary level subject to the following:
- A2.3.2. Progression from the first salary increment to the top increment within a classification level, shall be by annual incremental advancement subject to the officer having given "satisfactory service" for the prior twelve months employment.
- A2.3.3. The mechanism for determining "satisfactory service" will be the Employer's Performance and Development Review System as adopted and implemented through policy.
- A2.3.4. Any determination of "unsatisfactory performance" will follow a decision arising from documented performance management processes.

General Officer Classification Criteria 1 General Features Levels 1 to 3

CHARACTERISTIC	Level 1A	LEVEL 1	LEVEL 2	LEVEL 3
ACTIVITIES/ FUNCTIONS	Generally, appointments at this level will be of a short term nature not exceeding 2 years in duration. Appointments at this level perform a range of clearly defined routine activities of a support nature. e.g. Indicative tasks include scanning, canteen, kiosk, catering, data entry or assistance in managing records.	Perform a range of clearly defined clerical/administrative activities. Basic application of technology and systems to enter and/or retrieve data, Duties include additional routine clerical/administrative tasks. Entry Level for all trainees	Perform a range of activities or functions where methodology, standards and procedures are clearly defined. Preparation of routine correspondence or reports. Entry level for graduates with relevant 3 year degrees who work under supervision.	Perform a range of activities/functions of a less clearly defined and routine nature, and could include:- -operating within a specialised area. -operating as a member of a professional team.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Basic application of skills and techniques in respect of defined procedures, use of technology and systems. Core functions of this level are easily learnt within 2 work days of commencing employment. Limited variety in role tasks Tasks are of a routine nature with prescribed processes that are easily understood Set work requirements are monitored by supervisor on a daily basis.	Practical application of basic skills and techniques. Core functions can be learned and applied consistently within a week of instruction. Greater variety of tasks than in 1A Tasks are of a routine nature with prescribed processes that are easily understood. Some self management of tasks is required Work outcomes are clearly defined and readily attainable. Monitoring on a daily basis is not usually required.	Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level can assist in establishing procedures for a minor function or works project. Work outcomes are clearly defined and monitored.	Application of procedures, methods and guidelines that are well established. May set outcome/ objectives for specific projects.

CHARACTERISTIC	Level 1A	LEVEL 1	LEVEL 2	LEVEL 3
	Receives direct instruction on tasks with assistance readily available on a daily basis	Works under close supervision with instruction and assistance being readily available.	Works under regular direction with assistance being readily available.	Works under general direction with assistance available from senior officers Works under general supervision. Graduates initially appointed at this level work under direct supervision and may be given instruction on the technical or broader aspects of work.
INITIATIVE JUDGEMENT	AND Very little initiative and judgement required. Some basic understanding of technology and systems may be required	Freedom to act is limited by standards and established procedures. No interpretation of policies, procedures, regulations, guidelines or legislation required.	Defined scope for exercising initiative and judgement within clearly established procedures and practices. This may include sufficient freedom to apply regulations, policies and procedures.	Scope for exercising initiative and judgement in the application of established work procedures. Officers may receive instruction on broader aspects of work.
PROBLEM SOLVING	Problems and issues are raised with supervisor for resolution. Assistance is available for all problems and solutions that may arise	Solutions to problems found in established procedures. Issues requiring clarification are raised with supervisor before taking action to resolve Assistance is available for all problems and solutions that may arise	Solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents and/or guidelines.	Solution to problems of limited complexity. Solutions to problems found by reference to procedures, methods and instructions.
PROVISION OF ADVICE/ SUPPORT/ ASSISTANCE	High level of support is available from the supervisor	Supervision of others is not a requirement at this level	May assist and supervise lower classified officers concerning established practices and procedures.	Contribute to interpretation of matters for which there are no clearly established practices and procedures (although such activity would not be the sole responsibility of the officer) and provide assistance to senior officers.
TIME MANAGEMENT & ORGANISATIONAL SKILLS	Completion of each task is scheduled for defined period.	Prioritising own work schedules under supervision.	Planning, prioritising and organising own time to complete work tasks is required.	Managing and planning own work and that of subordinate staff and could include:- -plan and co-ordinate activities in the work area. -responsibility for various activities in a specialised area of the works program. -a function within the work area.

General Officers Classification Criteria 1 General Features Levels 4 to 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Perform a wide range of activities, associated with program activities, or service delivery and may perform activities of a complex nature which could include:- -responsibility for a range of functions within a work area. -a substantial component of supervision.	Responsible for a range of functions within the section and/or department.	Responsible for a range of functions for which operational policies, practices and guidelines may need to be developed and could include:- -working independently as specialists or -a senior member of a single discipline project team.	Exercise managerial responsibility for various functions within the department and/or council and could include:- -specialised functions. -operation as a specialist. -operation as a member of a specialised professional team. -working independently.	Exercise managerial responsibility for a department/ council's relevant activity, and could include:- -functions across a range of administrative, specialist or operational areas. -operation as a senior specialist providing multi-functional advice to various departments or council.
Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.	Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgement where practices are not clearly defined.	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc.	Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/outcomes achieved by council and/or activities undertaken by sections of the community.	Major portion of the work involve initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals.
Required to set specific performance outcomes and further develop work methods where general work procedure is not defined.	Required to set specific performance outcomes and further develop work methods.	Sets outcomes for the work area of responsibility to achieve objectives of the department/ council.	Set outcomes for the work area/section/ function.	Identification of current/future options and the development of strategies to achieve outcomes.
Work under general direction with assistance usually available.	Work under general direction and exercise a degree of autonomy and professional judgement within prescribed areas with assistance available when required.	Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Work under limited direction with guidance not always readily available within the organisation.	Work under broad direction and formulate, implement, monitor and evaluate projects /programs or control organisational elements. Undertake duties of an innovative, novel or critical nature.
Exercise initiative and judgement in applying established procedures governed by clear objectives and/or budget constraints, including critical knowledge/ skills where procedures are not clearly defined.	Exercise initiative and judgement where procedures not clearly defined.	Responsibility for decision making in the particular work area, section/department/ council, including the scope to influence operational activities and negotiate matters of significance including negotiating contracts.	Responsibility for decision making and the provision of expert advice to other areas of council, including significant delegated authority and negotiating matters on behalf of the work area.	Demands responsibility for decision making with significant independence of action within the constraints of department or corporate policy.

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Solution to moderately complex problems generally found in precedents, guidelines or instructions.	Solution to problems generally found in documented techniques, precedents and guidelines.	Solution to complex problems requires complex professional problem solving and a high level of interpersonal skills to resolve organisational issues.	Solution to complex problems involves the selection of methods and techniques based on sound judgement.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches that may be outside of the original field of specialisation.
Provide specialist expertise/ advice in relevant discipline. Contribute knowledge in establishing procedures in the appropriate work related field.	Provide expert advice to lower classified officers. Specialists may be required to provide multi disciplinary advice.	Provide expert/specialist advice, support and assistance relevant to the work area or section/ department or discipline on complex matters that could include providing a consultancy service and advice on policy matters and contribute to their development.	Provide expert/specialist advice, support and assistance relevant to a significant work area or section/ department or discipline on complex matters which could include providing a consultancy service and advice on policy matters and contribute to their development and monitoring.	Provide multi-functional expert/specialist advice and support/assistance to various departments or council with a significant impact on council's policies/programs including:- -a consultancy service -specialist financial, technical, professional and /or administrative advice on policy including operational. -manage/ administer complex policy.
Require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position.	Plan and organise their own work and that of subordinate staff.	Managing time is essential to achieve outcomes.	Wide range of conditions to achieve results in line with divisional/corporate goals, which will include planning, direction, control and evaluation of operations.	Accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.

General Officers Classification Criteria 2 General Responsibilities Levels 1 to 3

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
GENERAL RESPONSIBILITIES	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity. 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -performing tasks of a sensitive nature including the provision of more than routine information. -understanding of clear by complex rules. -oversight and/or guidance of the work of a limited number of lower classified officers concerning established procedures. 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -establishing goals, objectives and outcomes for their own particular work program. -undertaking some complex operational work. -supervision. -dealing with formal disciplinary issues within the work area -utilising a basic knowledge of the principles of human resource management. -assisting subordinate staff with on-the-job training.

General Officers Classification Criteria 2 General Responsibilities Levels 4 To 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -duties of a specialised nature requiring the development of expertise over time or previous knowledge -providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems -a substantial component of supervision or provide specialist expertise -supervision of various functions within a work area or projects -supervision of contractors. 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -involvement in establishing section/department programs and procedures -responsibility for a moderately complex project -a minor phase of a broader or more complex professional assignment -specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer -control of projects and/or programs -assisting in the preparation/prepare department or section budgets -supervision of section or in the case of small council, a department -supervision of contractors -setting priorities and monitor workflows in areas of responsibility- establish the most appropriate operational methods for section/ department -setting outcomes for subordinate officers -work may span more than one discipline. 	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -significant projects and/or functions -a range of duties within the work area, including the work area, including problem definition, planning and the exercise of judgement -management of significant projects and/or works programs and/or functions -assisting with/prepare budgets -control and co-ordination of a work area within budgetary constraints -supervision/management responsibilities exercised within a multi-disciplinary, or major single function /operation or work area -implementation of effective Human resource management -supervision of contractors -managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation -appreciation of the long term goals of council. <p>Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.</p>	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -responsibility for a significant work area -development of work practices and procedures for various project -development and implementation of significant operational procedures -reviewing operations to determine effectiveness -develop appropriate methodology and apply proven techniques in providing specialised services -prepare budget submissions for senior officers and/or council -management/ supervision of staff is normally a feature at this level and establishing and monitoring work outcomes decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed -good understanding of the long term goals of council -manage a works program or work area of council -undertake the control and co-ordination of a section, department and/or significant work area. <p>Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.</p>	<p>Officers at this level have responsibilities which will/may include:-</p> <ul style="list-style-type: none"> -involvement in the initiation and formulation of extensive projects/ programs which impact on council's goals and objectives -undertaking work of significant scope and/or complexity -extensive projects/ programs in accordance with department/ corporate goals -development, implementation and evaluation of goals -management of a work area of council at a higher level of ability -management of service delivery -management of a department/section or operate as a senior specialist -application of a high level of analytical skills to attain and satisfy council objectives -little or no professional direction -authority to implement and initiate change in area of responsibility. <p>Positions at this level will demand responsibility for decision making within the constraints of corporate policy.</p>

General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY LIES IN A TECHNICAL FIELD:-	Experienced officers may have technical oversight of minor works activities and could include:- -completion of field project according to instructions and established procedures -trainee technical officers apply established practices and procedures in the conduct of a range of technical activities with no scope for interpretation.	Conduct of a range of technical activities in the fields of construction, engineering, survey and horticulture and could include:- -application of established practices and procedures -responsibility for a minor project.	Perform moderately complex functions in various fields including construction, engineering surveying and horticulture and could include:- -reviewing work done by subordinate officers.
WHERE THE PRIME RESPONSIBILITY IS IN THE WORKS AREA	Arrange a minor works activity within established methods as part of the training process.	Responsible for operational supervision of minor works programs/single works function, or project (first level of supervision for minor works programs/projects) and could include:- -supervision, planning and co-ordinating of the activities of officers and day-to-day operations.	Exercise responsibility for works and determine objectives for the functions under control, and could include:- -a number of minor works within the total works program -supervision of more than one component of the works program -planning and co-ordination of minor works.

<p>WHERE PRIME RESPONSIBILITY IS IN LIBRARIES</p>	<p>Undertake routine library duties:- -routine shelving -issues and returns</p>	<p>Provide para-professional support to qualified librarians:- -in charge of a library outlet or function within the library. -oversee the work of unqualified library staff.</p>	<p>Responsibilities could include:- -in a small library, provide a range of library and information services or -in a large library be predominantly involved in the provision of a particular library service/function or -supervise the work of para-professional library staff or -take charge of a small library branch</p>
<p>WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)</p>	<p>Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.</p>	<p>Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.</p>	<p>Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.</p>

General Officers Classification Criteria 3 Specific Responsibilities Levels 4 to 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
Variety of activities in the field of technical operation/projects which impact on the sections and/or department's programs and could include:- -utilisation of initiative and judgement in the selection and application of established principles, techniques and methods.	Responsibilities could include:- -lead teams on moderately complex technical projects -exercise significant initiative and judgement in the selection and application of established principles, techniques -provide reports to management and recommendations on technical suitability of equipment/ procedure/ processes/results -analysis/design for the development and maintenance of projects.	Significant responsibilities for accomplishment of technical objectives, and could include:- -duties which involve more than one discipline -contribution to the development of new techniques and methodology -provision of a consultancy service for a range of activities -development of methodology and application of proven techniques in providing specialised technical services.	Responsible for the control and co-ordination of projects in accordance with corporate goals. -Refer to general responsibilities.	Apply a high level of analytical skills in the attainment and satisfying of technical objectives, and could include:- -technical support programs and subprograms within the framework of council's operating program -consultancy service -development/ revision of methodology/ techniques.
Assist senior officers with the establishment of work programs of a complex nature and could include:- -supervision of various functions in a work area/projects/part of total works program -responsibility for work groups or lead a team within a discipline related project or works program -responsibility for completion of assignments/standard and quality of work/compliance with regulations, codes and specifications -responsibility for part of works program budget.	Responsible for moderately complex works programs, projects and/or functions and be required to establish outcomes to achieve department/council goals and could include:- -operational responsibility for works programs -exercising judgement and initiative where procedures not clearly defined -establishing works programs in small councils.	Develop, supervise and implement significant works programs and /or a large outside workforce and/or contractors and could include:- -review of operations to determine their effectiveness -control and co-ordination of the works program within budgetary constraints.	Develop and implement significant works programs.	Establish, control and organise on-going plans and programs for department/ council and could include:- -administering complex policy and works program matters.
Carry out a variety of activities in the field of library services:-				

<p>utilise initiative/ judgement in the selection and application of established principles, techniques and methods.</p>				
<p>Manage a recreation complex (aquatic or non aquatic).</p>	<p>Plan, co-ordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.</p>			

General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
<p>WHERE THE PRIME RESPONSIBILITY IS IN A "PROFESSIONAL" FIELD</p>			<p>Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.</p>
<p>WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL/ ADMINISTRATIVE</p>	<p>Provide secretarial and administrative support and could include:- straight forward operation of keyboard equipment -basic word processing data input -basic numeracy, written and verbal communication skills, relevant to the work area -provision of routine information -general reception and telephonist duties -general stenographic duties.</p>	<p>Provide secretarial and/or administrative support and could include:- operating a computer, word processor and/or other business software and peripheral equipment -utilising basic computing concepts and initiating corrective action at an elementary level -utilising the functions of systems and be proficient in their use -performing tasks of a sensitive nature -provision of more than routine information -operate a desktop publisher at a routine/basic level -utilise basic skills in oral and written communication with clients and other members of the public -receive and account for monies and assist clients/ratepayers.</p>	<p>Provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work and could include:- Systems Administrator in small/ medium sized council whose responsibility includes the security/ integrity of the system -operation of the computer to enable modification and/or correction of computer software systems/ packages and/or the identification of operational problems -application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer -provide a service utilising the full functions of a desktop publisher</p>

General Officers Classification Criteria 3 Specific Responsibilities Levels 4 to 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> -lead a team within a discipline related project -liaison with other professionals at a technical level -discussing techniques, procedures and/or results with clients on straightforward matters. 	<p>Exercise professional responsibilities which could include:-</p> <ul style="list-style-type: none"> -supervision of the function -tasks of a specialised detailed nature -provide reports on progress of activities and provide recommendations -carry out planning studies for particular projects including aspects of design -utilise a high level of interpersonal skills in dealing with the public/ other organisations -exercise professional judgement within prescribed areas. 	<p>Supervise/manage operation of a discrete element which is part of a larger office and could include:-</p> <ul style="list-style-type: none"> -control and co-ordination of projects in accordance with corporate goals -providing a consultancy service to a wide range of clients -complex professional problem solving -supervision of technical staff (on occasions other professional staff in the discipline). 	<p>Refer to general responsibilities</p>	<p>Ensure the outcome of work of significant scope and/or complexity and could include:-</p> <ul style="list-style-type: none"> -assessment and review of standards and work of other professionals/external consultants -initiate and formulate departmental/council programs -implement council objectives within corporate goals -develop and recommend ongoing plans and programs for department/ council.

<p>Provide administrative support of a complex nature to senior officers and contribute to the interpretation and administration of matters for which there are no clearly established procedures and could include:-</p> <ul style="list-style-type: none"> -identification of specific or desired performance outcomes -application of computer programming knowledge and skills in systems development, maintenance and implementation -undertake computer operations requiring technical expertise and experience. 	<p>Responsibilities could include:-</p> <ul style="list-style-type: none"> -Exercise responsibility for a specialised area of council -provision of advice and assistance when non-standard procedures and processes are required -understanding of all areas of computer operation -undertake programming in specialist areas -exercise responsibility for a specialised area of councils computing operation -undertake publicity assignments of limited scope and complexity within the framework of council's publicity and promotions program involving the co-ordination of facets of the total program, media liaison, design and editing, layout of publications/ displays 	<p>Refer to general responsibilities</p>	<p>Refer to general responsibilities</p>	<p>Undertake functions across a range of administrative, specialist or operational areas/specific programs/activities and/or management of service delivery.</p>
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General Officers Classification Criteria 3 Specific Responsibilities Levels 1 to 3

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

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
WHERE PRIME RESPONSIBILITY IS IN ENVIRONMENTAL SERVICES	Enforce compliance with traffic by laws and regulations at an elementary level.	<p>Inspectorial duties involving the enforcement of general by- laws/regulations, assist senior officers with special projects.</p> <p>Assist with elementary building, health inspections under the regular direction of a senior qualified officer. (Trainee level)</p>	<p>Regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to building/ health) regulations, by-laws and policies including the presentation of materials for prosecution of offences.</p> <p>Undertake minor development assessment duties and could include:-</p> <ul style="list-style-type: none"> -administer the requirements of the planning Act -checking applications for compliance. <p>Provide advice on requirements for compliance with the relevant Acts, codes, regulations, standards, by-laws and council policies.</p> <ul style="list-style-type: none"> -undertake basic health or building inspections.
WHERE THE PRIME RESPONSIBILITY IS IN COMMUNITY SERVICES		Operate a community service program at an elementary level.	<p>Plan and co-ordinate elementary community based projects/ programs, and could include:-</p> <ul style="list-style-type: none"> -performing moderately complex functions -social planning, demographic analysis, survey design and analysis -duties of a specialised nature -a single program at a more complex level.

WHERE PRIME RESPONSIBILITY IS A FIRE PREVENTION OFFICER			Administer requirements of Country Fires Act and the implementation of District Fire Prevention strategies.
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General Officers Classification Criteria 3 Specific Responsibilities Levels 4 To 8

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

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>Responsibility for a range of planning functions using knowledge of statutory and legal requirements, including:-</p> <ul style="list-style-type: none"> -compliance with various Acts, regulations, codes, standards and procedures, including plans, permits, applications, etc. -site inspection -advise on general planning procedures/ requirements and development/land division applications etc. <p>Responsibility for compliance with various relevant Acts, regulations, codes, standards and procedures, including:-</p> <ul style="list-style-type: none"> -building or health applications including liaison with clients -plans, permits, applications, etc. -site inspection. 	<p>Undertake duties in the disciplines of building and health.</p>	<p>Supervision/ management responsibilities exercised within a multi-discipline.</p>		
<p>Assist senior officers with the planning and co-ordination of a community program of a complex nature.</p>	<p>Plan, develop and operate a community service program of a moderately complex nature.</p>			

General Officers Classification Criteria 4 Skills, Knowledge, Experience, Qualifications And/Or Training Levels 1 to 3

CHARACTERISTIC	LEVEL 1	LEVEL 2	LEVEL 3
REQUIREMENTS OF THE JOB	<p>-A developing knowledge of the section/department function and operation</p> <p>-Basic knowledge of clerical/administrative practices and procedures relevant to the work area</p> <p>-A developing knowledge of work practices and policies of the relevant work area</p> <p>-Basic numeracy, keyboard, written and verbal communication skills relevant to the work area</p> <p>-No formal qualifications required at this level</p> <p>-At this level, employers are expected to offer substantial on-the-job training</p> <p>-It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training</p> <p>OR</p> <p>Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section</p> <p>-Officers will be Responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.</p>	<p>-Basic skills in oral and written communication with clients and other members of the public</p> <p>-Knowledge of established work practices and procedures relevant to the work area</p> <p>-Knowledge of policies and regulations relating to the work area</p> <p>-Understanding of clear but complex rules</p> <p>-Understanding of basic computing concepts</p> <p>-Application of techniques relevant to the work area</p> <p>-Developing knowledge of statutory requirements relevant to the work area</p> <p>-No formal qualifications required</p> <p>OR</p> <p>Entry point for three year degree/associate diploma/appropriate certificate without experience</p> <p>OR</p> <p>Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required</p> <p>OR</p> <p>Appropriate on-the-job training and relevant experience.</p>	<p>-Thorough knowledge of work activities performed within the work area</p> <p>-Sound knowledge of procedural/operational methods of the work area</p> <p>-May utilise professional or specialised knowledge</p> <p>-Ability to apply computing concepts</p> <p>-Working knowledge of statutory requirements relevant to the work area</p> <p>-Entry level for four year degree in the relevant discipline</p> <p>OR</p> <p>Entry level for three year degree plus graduate diploma in the relevant discipline</p> <p>OR</p> <p>Associate diploma with experience</p> <p>OR</p> <p>Three year degree plus 1 year professional experience in the relevant discipline</p> <p>OR</p> <p>Appropriate certificate with relevant experience</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>

<p>GRADUATE OR QUALIFICATION BASED PROGRESSION</p>		<p>-Appointment level for officers who have completed an appropriate relevant certificate and are required to undertake work related to that certificate</p> <p>-The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work.</p> <p>-Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service.</p>	<p>-Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2</p> <p>-Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work.</p> <p>-Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service</p> <p>-Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.</p>
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General Officers Classification Criteria 4 Skills, Knowledge, Experience, Qualifications And/Or Training Levels 4 to 8

LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
<p>-Knowledge of statutory requirements relevant to work area</p> <p>-Knowledge of section procedures, policies and activities</p> <p>-Sound discipline knowledge gained through previous experience, training or education</p> <p>-Knowledge of the role of departments within council and/or service functions</p> <p>-Specialists require an understanding of the underlying principles in the relevant disciplines</p> <p>-Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience</p> <p>OR</p> <p>Associate diploma with relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with substantial years of relevant experience</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.</p>	<p>-Knowledge of departmental programs, policies and activities</p> <p>-Sound discipline knowledge gained through experience</p> <p>-Knowledge of the role of council's structure and service</p> <p>-Relevant degree with relevant experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Qualifications in more than one discipline</p> <p>OR</p> <p>Less formal qualifications with specialised skills sufficient to perform at this level</p> <p>OR</p> <p>Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.</p>	<p>-Discipline/ specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation</p> <p>-Discipline knowledge gained through experience, training or education</p> <p>-Appreciation of the long term goals of the organisation</p> <p>-Detailed knowledge of program activities and work practices relevant to the work area</p> <p>Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/ department</p> <p>-Comprehensive knowledge of statutory requirements relevant to the discipline</p> <p>-Degree with substantial experience</p> <p>OR</p> <p>Associate diploma with substantial experience</p> <p>OR</p> <p>Lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>	<p>-Comprehensive knowledge of council policies and procedures</p> <p>-Application of a high level of discipline knowledge</p> <p>-Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience</p> <p>OR</p> <p>Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties required at this level.</p>	<p>-Detailed knowledge of council policy, programs and the procedures and practices</p> <p>-High level of discipline knowledge</p> <p>-Detailed knowledge of statutory requirements</p> <p>-Qualifications are generally beyond those normally acquired through degree course and experience in the field of specialist expertise. (could be acquired through further qualifications in field of expertise or in management)</p> <p>OR</p> <p>Lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard</p> <p>OR</p> <p>A combination of experience, expertise and competence sufficient to perform the duties of the position.</p>

<p>Graduates will progress to the 1st increment of this level once two years service at level 3 are completed and will progress to the 3rd increment following an additional year of service.</p>	<p>Graduates will progress to the 1st increment of this level on the completion of two years service at level 4 and will progress to the 3rd increment after a further year of service.</p>		<p>Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years satisfactory service at level 6 and undertake work related to the responsibilities under this level.</p>	
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Glossary of Terms

Activity

Tasks performed within a function.

Basic

Fundamental, uncomplicated.

Complex

- Limited complexity
Relates to work that involves the application of established principles, practices and procedures. Generally, actions and responses that can be readily identified and repeated from previous experience.
- Moderately complex
To a lower degree than complex, less extensive.
- Complex
Denotes work wherein the predominant feature is the consideration of the impact of interactive elements as they relate to the total job rather than focusing on any segment in isolation.
- Very complex
The application of a comprehensive knowledge of established practices and procedures as they affect all aspects of the range of operations, or an in-depth knowledge of the operation. Generally responses require a high Level of analytical skills with the work drawing together a range of aspects and the method selected from a range of genuine alternatives.

Control

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

Co-Ordinate

Bring together all common activities to achieve an integrated outcome.

Critical

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

Direction

- Close direction
Officers receive detailed instruction on job requirements, methods to be adopted and unusual or difficult features. Officer's work is subject to checking at all stages.
- Regular direction
Officers receive instruction on job requirements, methods to be adopted on unusual or difficult features. Officer's work is subject to progress checking.
- General direction
Officers receive general instructions usually covering only the broader aspects of the work. In some situations, detailed instructions may be necessary. The work of experienced and competent officers is subject to final checking and, only as required, progress checking.
- Limited direction

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

- **Broad direction**

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

Environmental Health Officer

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

Establish

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

Exercise

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

Experience

- **Experienced**

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

- **Considerable experience**

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

- **Extensive experience**

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

Function

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

Graduate

Degree holder.

Guidance

Providing or receiving information on policies, procedures and practices.

Implement

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

Initiate

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

Innovative

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

Instruction

Imparted to another, directions given.

Interpret

To clarify or explain, translate.

Judgement

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

Knowledge

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

- Developing knowledge
A learning process that will lead to knowledge of.
- Working knowledge
Sufficient to perform function.
- Sound knowledge
Well founded, reliable.
- Comprehensive knowledge
Embracing a wider range.
- Detailed/thorough knowledge
Complete.

Maintain

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

Manage

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

Management

The technique or practice of managing or controlling.

Monitor

Check on a regular basis.

Negotiate

To confer with others with a view to reaching agreement.

Novel

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

Operation

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

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

Oversight

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

Practice

Regular or systematic action, method.

Process

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

Professional

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

Program

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

Project

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

Responsible

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

Review

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

Routine

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

Significant

Noteworthy, of considerable amount of effect or importance.

Supervision

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

- Direct supervision
To control the progress, quality, quantity of.
- Regular supervision
Systematic.
- General supervision
Ongoing, not going into detail.

Substantial

Ample or considerable amount.

Support

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

Technical Oversight

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

Trainee - Level 2

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

Underlying

Fundamental, to form the basis or foundation.