

DISTRICT COUNCIL OF TUMBY BAY ENTERPRISE BARGAINING AGREEMENT 1 2015 - 2018

File No. 01480/2016B

This Agreement shall come into force on and from 1 July 2015 and have a life extending until 30 June 2018.

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



DATED 31 MAY 2016.

A handwritten signature in black ink, appearing to read "P. J. McMichael", is written over a light gray rectangular background.

COMMISSION MEMBER





DISTRICT COUNCIL of TUMBY BAY

Enterprise Bargaining Agreement 1 2015 - 2018

District Council of Tumby Bay
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Document Control Version **V3 – March 2016**

Version Control	Date	Meeting Location and Date	Author	Comments
2	8/3/16	Staff Meetings, feedback, SBU 3/3/16	Jain Mentieth, Coordinator HR	Reference to DCLEP and CoPL deleted as well as any other specific clauses that do not relate to DCTB
3	10/03/2016	SBU Meeting 10/03/2016	Jain Mentieth, Coordinator HR	<p>Clause 7.2 – Transition Allowance date changed from 30 June 2015 to 31 March 2016.</p> <p>Appendix B Classification Criteria Level 2 specific plant information deleted as now covered under 'relevant' plant and machinery.</p>

Contents

PREAMBLE.....	3
1. SECTION ONE - ADMINISTRATION	4
1.1. TITLE.....	4
1.2. DEFINITIONS.....	4
1.3. DATE AND PERIOD OF OPERATION.....	8
1.4. PARTIES BOUND	8
1.5. RELATIONSHIP TO PRIOR INDIVIDUAL COUNCIL AGREEMENTS	8
1.6. RELATIONSHIP TO AWARDS.....	8
2. SECTION TWO - EMPLOYEE RELATIONS.....	9
2.1. EMPLOYEE PROTECTION	9
2.2. REDUNDANCY ENTITLEMENT	9
2.3. DISPUTES ARISING FROM THIS AGREEMENT.....	9
2.3.1. Stages of Dispute Settlement.....	9
3. SECTION THREE - TERMS OF EMPLOYMENT.....	11
3.1. HOURS OF WORK	11
3.1.1. Indoor Staff	11
3.1.2. Outdoor Staff	11
3.2. MEAL BREAKS.....	11
3.3. HIGHER DUTIES	12
3.3.1. Duties in Addition to Own Duties	12
3.3.2. Backfilling Positions	12
3.3.3. Payment of Higher Duties.....	12
3.4. CASUAL EMPLOYEES	12
3.5. PART TIME EMPLOYEES	12
3.5.1. Standard Hours Variation- Part Time Employees	12
3.6. EMPLOYMENT FLEXIBILITY.....	13
3.7. JOURNEY INJURY INSURANCE	13
3.8. WORKCOVER TOP UP INSURANCE.....	13
3.9. INCOME PROTECTION INSURANCE.....	13
3.10. NOTICE OF TERMINATION BY AN EMPLOYEE	13
4. SECTION FOUR – HOURS OF WORK AND PAY MATTERS	14
4.1. ADDITIONAL HOURS WORKED.....	14
4.2. TOIL Guidelines	14
4.3. INDOOR EMPLOYEES.....	14
4.3.1. Work Outside of the Ordinary Span of Hours.....	14
4.3.2. Work Inside of the Ordinary Span of Hours.....	14
4.4. OUTDOOR EMPLOYEES – OVERTIME	15

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

4.4.1. Overtime – Usual Employment Function.....	15
4.5. ADDITIONAL HOURS WORKED ON PUBLIC HOLIDAYS.....	15
4.6. EXCESS TRAVELLING TIME	15
4.6.1. Inside.....	15
4.6.2. Outside.....	15
4.7. ON CALL ALLOWANCES.....	15
4.8. CALL BACKS	16
4.8.1. Standard Call Back.....	16
4.9. LOCAL GOVERNMENT ELECTIONS.....	16
4.10. SUPERANNUATION	16
5. SECTION FIVE - LEAVE ENTITLEMENTS.....	17
5.1. ANNUAL LEAVE	17
5.2. PRODUCTIVITY DAYS.....	17
5.3. BEREAVEMENT LEAVE.....	17
5.4. LONG SERVICE LEAVE.....	17
5.5. PARENTAL LEAVE	17
5.6. SICK LEAVE	18
5.6.1. Carer's/Personal Leave	18
6. SECTION SIX - INDUSTRIAL MATTERS.....	19
6.1. RIGHT OF ENTRY	19
6.2. RENEGOTIATION OF AGREEMENT	19
6.2.1. Parties to renegotiation.....	19
6.2.2. Voting.....	19
7. SECTION SEVEN – CLASSIFICATIONS AND NEGOTIATED INCREASES	20
7.1. CLASSIFICATION CRITERIA.....	20
7.1.1. Classification Increment Steps.....	20
7.2. TRANSITION TO CLASSIFICATION CRITERIA	21
7.3. ANNUAL PERCENTAGE INCREASES	21
7.4. NO FURTHER CLAIMS.....	21
8. SECTION EIGHT - SIGNATURES OF THE PARTIES	22
APPENDIX A – HOURLY RATES OF PAY.....	23
APPENDIX B – CLASSIFICATION CRITERIA.....	24
APPENDIX C – ALLOWANCES.....	30

PREAMBLE

The District Council of Tumby Bay is committed to being an employer of choice for its existing and prospective employees. The Council recognises the benefit to both the employees and Council of a strong and resilient workforce, and is committed to the facilitation of healthy lifestyle and work/life balance opportunities.

The parties acknowledge that the District Council of Tumby Bay, District Council of Lower Eyre Peninsula and City of Port Lincoln have resolved to work collaboratively to investigate and implement opportunities for a shared services approach to optimise the efficiency of services provided to their communities. It is expected that a shared services approach will provide career development opportunities for staff across the three Councils.

The parties are committed to further consultation and appropriate workforce and/or workplace change in the implementation of shared services arrangements as determined by the Councils.

The Councils acknowledge that organisational and/or service delivery model change may create concerns about job security for staff, and it is confirmed that neither this Agreement nor the implementation of shared services are intended to create forced redundancies and/or loss of employment for existing staff.

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

1. SECTION ONE - ADMINISTRATION

1.1. TITLE

This Agreement shall be known as the District Council of Tumby Bay Enterprise Bargaining Agreement 2015-2018.

1.2. DEFINITIONS

ASU	Shall mean the Australian Services Union.
Awards	Shall mean the Local Government Employees Award and South Australian Municipal Salaried Officers Award.
AWU	Shall mean the Australian Workers Union.
Casual Employee	A casual employee is an employee who is engaged on an as need basis and has little expectation of ongoing or regular employment.
CEBA	Shall mean this District of Southern Eyre Peninsula Consolidated Enterprise Bargaining Agreement 2015-2018
CEO	Shall mean the Chief Executive Officer of the relevant Council.
Commission	Shall mean the South Australian Industrial Relations Commission.
Consultation	Shall mean the sharing of information and the exchange of views between the parties and includes the opportunity to contribute effectively to decision-making processes involving the introduction of major change having significant effects on employees.
Continuous Service	Shall mean continuous service under a contract or sequential contracts of employment and includes a period of paid leave taken under the Fair Work Act 1994 (SA) or under an award or this enterprise bargaining agreement.
Council	Shall mean the District Council of Tumby Bay.
Employee	Shall mean all employees employed by the Council, with the exception of those employees that are employed: <ul style="list-style-type: none">• <i>in the position of Chief Executive Officer;</i>• <i>pursuant to an Individual Contract;</i>

- *in a project officer role that is dependent on external funding; or*
- *in a classification which would not otherwise be covered by the relevant Awards;*

Employer	Shall mean the District Council of Tumby Bay.
Employment Agreement	Shall mean an agreement in writing between the Employer and the Employee who is not on a fixed term contract.
Employment Contract	Shall mean an agreement in writing between the Employer and the Employee, employed on a fixed term contract, in relation to the specific details relevant to their employment.
Employee Representative	Shall mean an employee elected by other employees to the EBA working party.
Full Time	A full time employee is an employee who is engaged for 76 hours ordinary time.
Immediate Family	<p>(a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or</p> <p>(b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;</p> <p>(c) any member of the person's household</p> <p>(d) any other person who is dependant of the person's care.</p>
Individual Contract	Shall mean a written contract of employment that clearly excludes the application of this CEBA and/or previous enterprise agreements
Indoor Staff	Shall mean employees who primarily are employed in Customer Service, Business Administration and Management, Community Services and Compliance.
Line Manager	Shall mean an employee who is responsible for management of a work area and the staff employed in that work area.
Local Government Employee Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provision of the Fair Work Act 1994.
Outdoor Staff	Shall mean employees who primarily are employed to perform functions in relation to Parks and Gardens, Civil Operations, Depot, and Maintenance services and Airport Operations etc

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Part Time	A part time employee is an employee who is engaged for less than the standard full time ordinary hours for that class of employees and receives leave entitlements pro-rata of full time
Probationary Period	Shall mean in relation to the commencement of employment, the testing or trial of a person's conduct and qualifications over the time frame provided in the Employment Agreement or Employment Contract.
Remuneration	Shall mean total income including wages, regular overtime, allowances, superannuation payment, use of vehicle, use of mobile telephone and all benefits received by the employee as per their Employment Contract or Employment Agreement.
Rostered Day Off	<p>A rostered day off (RDO) is a day in a roster period that an employee doesn't have to work.¹</p> <p>An RDO is given because an employee has worked extra hours that add up over a set period of time and this is taken as an RDO.</p> <p>RDO's are generally to be taken on a set day rostered off as a work team or group of Outside Staff</p>
South Australian Municipal Salaried Officers Award	A consolidated award of the Industrial Relations Commission of South Australia published pursuant to the provisions of the Fair Work Act 1994.
Ordinary Span of Hours	Shall mean the span of time on a given day in which an employee's Standard Ordinary Hours can be worked as defined in clause 3.1.1 & 3.1.2.
Standard Ordinary Hours	as defined in clause 3 of this EBA, for which the ordinary hourly rate in Appendix A will be payable.
State of Readiness	<p>Shall mean that an employee will:</p> <ul style="list-style-type: none">• not be under the influence of alcohol or drugs• be contactable and within mobile phone service• and remain within a reasonable attendance time of the area to which they are assigned On Call
Supervisor/Team Leader	Shall mean an employee who is responsible for the day to day supervision of employees of a work area.
Time Off in Lieu TOIL	'Time Off in Lieu' TOIL shall mean additional ordinary hours which are worked by indoor staff to be taken as paid time off in lieu of a cash payment as recorded and accrued on a daily time sheet

¹ <http://www.fairwork.gov.au/employee-entitlements/hours-of-work-breaks-and-rosters/rostered-days-off>

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Trainee	Shall mean a person who is an employee of Council for the purposes of executing a 'Contract of Training' as agreed upon by Council, the Trainee, and the Registered Training Organisation
Transition Allowance	Shall mean an allowance paid to an employee to make up the financial gap between the classification level hourly rate applicable to their position under this agreement, and their hourly rate prior to 1 st July 2015
Existing Worker Trainee	Shall mean a current employee of Council who enters into a 'Contract of Training' as agreed upon by Council, the Trainee, and The Registered Training Organisation.
Union	Shall mean the AWU or ASU.
Union Representative	Shall mean an employee elected by the rules of the union. A Union Representative may have an elected proxy Union Representative.
Work Area	Shall mean the location, department or function in which the employee primarily works or is based for work purposes

1.3. DATE AND PERIOD OF OPERATION

This Agreement shall operate for a period commencing on 1 July 2015 and conclude on 30 June 2018.

1.4. PARTIES BOUND

This Agreement is binding on:

- the employees (as defined);
- the District Council of Tumby Bay;
- the Australian Workers Union;
- the Australian Services Union.

1.5. RELATIONSHIP TO PRIOR INDIVIDUAL COUNCIL AGREEMENTS

This Agreement replaces all previous Certified Agreements between parties bound as per Clause 1.4. PARTIES BOUND and has been negotiated in the spirit of good faith bargaining between all parties.

1.6. RELATIONSHIP TO AWARDS

This Enterprise Bargaining Agreement operates to exclude the application of the LGE and SAMSO Awards to the extent of inconsistency with the awards. The parties agree that the past salary increases granted pursuant to all prior Agreements, include the absorption of all work and expense related allowances in Schedule 2, 4 and 5 of the LGE Award and Clause 4.4 Allowances of the SAMSO Award unless an allowance is explicitly included in this agreement.

2. SECTION TWO - EMPLOYEE RELATIONS

2.1. EMPLOYEE PROTECTION

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

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

2.2. REDUNDANCY ENTITLEMENT

There shall be no forced redundancies for the life of this agreement.

Should a Council offer a redundancy package for consideration by an employee or group of employees, such package shall comprise a minimum of:

- 1 weeks notice of termination per completed year of service to a maximum of 4 weeks or payment (total average weekly wage) in lieu thereof and
- 1 weeks of total average weekly wage as severance payment for each completed year of service with the Council to a maximum of 12 weeks.
- For employees over 45 years of age an additional 4 weeks severance pay

The total amount of notice of termination or payment in lieu and severance payment should not exceed 20 weeks.

2.3. DISPUTES ARISING FROM THIS AGREEMENT

The procedures below are established to deal with industrial disputes arising under this Agreement in order to minimise the effects of industrial disputes and are entered into by the parties as a measure and commitment to this effect without limiting the rights of any party.

The parties to the dispute will endeavour to resolve the matter promptly, and will endeavour to have work proceed without stoppage or the imposition of bans, limitations or restrictions, until the matter is resolved, the status quo antes will prevail, (except where justified on the grounds of health and safety).

In order to be clear, if the dispute is about a change at work, the status quo represents the position before the implementation of change, no party shall be prejudiced as to the final outcome by the continuance of work in accordance to this clause.

2.3.1. Stages of Dispute Settlement

Stage 1: Discussions will initially be held between the Employee, their Union Delegate or Employee Representative (if any) and the Supervisor to attempt to settle the matter at that level.

Stage 2: If the dispute is not resolved at stage 1, the Employee, Union Delegate or Employee Representative will meet with the Supervisor and the Manager.

Stage 3: If the dispute is not resolved at stage 2, the employee, Union Delegate or Employee Representative and Union Organiser will meet with the Supervisor/Manager and CEO.

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version V3 – March 2016

Stage 4: If the dispute is not resolved at stage 3, either party may refer the matter to the South Australian Industrial Relations Commission for conciliation and/or arbitration.

Every reasonable effort will be made to resolve the processes contained in stages 1, 2 and 3 above within 10 working days.

3. SECTION THREE - TERMS OF EMPLOYMENT

3.1. HOURS OF WORK

The ordinary hours of work for all employees will be worked Monday to Friday, save and except for public holidays, and no more than 76 hours per fortnight. The span of hours that ordinary hours can be worked on a particular day is dependent on whether an employee is indoor staff or outdoor staff. This is set out further at clauses 3.1.1 and 3.1.2 below.

However by mutual agreement between the employer and the employee, ordinary hours within the spans of hours in 3.1.1 and 3.1.2 may be worked on a Saturday or Sunday. This arrangement would be to enable a more efficient execution of a project to be undertaken, with the employee agreeing to undertake duties outside the ordinary span of hours for that work area, at normal rate of pay.

3.1.1. Indoor Staff

The Standard Ordinary Hours of work for employees classed as Indoor will be no more than 8.00 hours per day, with the ordinary span of hours in which the Standard Ordinary Hours can be worked being between **7am and 7pm**.

3.1.2. Outdoor Staff

The Standard Ordinary Hours of work for employees classed as Outdoor will be no more than 10.00 hours per day, with the ordinary span of hours in which the Standard Ordinary Hours can be worked being between **6am and 6pm**.

Outdoor staff will take a Rostered Day Off (RDO) on a regular cycle, generally on a fortnightly or weekly basis, depending on the number of hours worked on a daily basis. The RDO will be taken as negotiated with their Line Managers to best fit with works programs or public holiday periods. An RDO will generally be taken as a work team.

Unless negotiated under clause 3.1 HOURS OF WORK, additional time worked outside of the employee's daily Standard Ordinary Hours will attract overtime payments as per Clause 4.4 OUTDOOR EMPLOYEES – OVERTIME.

3.2. MEAL BREAKS

Employees are required to take an **unpaid** meal break (lunch break) of at least 30 minutes where they are required to work for more than a Five (5) hour period.

Employees classed as **Outdoor** at the direction of their supervisor, may take a paid break (either morning or afternoon break) of up to 20 minutes due to the physical nature of the tasks undertaken. If accessed, the break shall be taken at the location of the daily work activities.

Whilst employees are undertaking activities during inclement weather conditions their immediate supervisor may make alternative arrangements for morning or afternoon breaks as required to ensure WHS practices are followed.

Employees classed as **Indoor** are entitled to up to 20 mins per day as a paid break. Due to the availability of adequate tea/coffee making facilities the break shall be taken at the employee's normal work place at such times as are arranged by the employer and shall allow for the continuity of work where the circumstances so require.

3.3. HIGHER DUTIES

This clause excludes officers relieving in the role of Chief Executive Officer as required under the Local Government Act 1999, Section 102.

3.3.1. Duties in Addition to Own Duties

An employee directed by their Line Manager, and authorised by the CEO to perform substantial duties of a higher paid classification level in addition to their usual position shall be paid at a higher classification for periods of a single day or more, relative to the tasks being undertaken for time so worked or unless otherwise negotiated with the CEO:

3.3.2. Backfilling Positions

Backfilling Higher Duty payment will apply to an employee who is appointed to relieve in a higher paid classification for a continuous period of at least **five** working days or more on each occasion.

3.3.3. Payment of Higher Duties

Provided that the employee directed to perform higher duties will perform them for the applicable qualification period, the employee will become entitled to higher duties payment relative to the first step of the Classification Level of the substantial² component of the tasks they are directed to perform.

All direction or appointments to undertake higher duties which will attract payment as per this clause will be in writing and authorised prior to the period commencing.

3.4. CASUAL EMPLOYEES

An employee engaged on a casual employment agreement will be entitled to a Casual Loading percentage as determined from time to time by the Industrial Relations Commission of SA³ as part of the South Australian Minimum Wage and other entitlements as per the Fair Work Act 1994 or other relevant legislation.

3.5. PART TIME EMPLOYEES

The employer may employ part-time employees in any classification.

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

Current part time employees may be offered an increase in hours where practical to do so before additional employees are engaged.

3.5.1. Standard Hours Variation- Part Time Employees

Part time employees may be utilised to assist with additional work loads and to cover peak periods of business operations. Where the period is in excess of 4 weeks, a standard ordinary hours variation will be documented and agreed upon by the employer and the employee. Such additional hours will be paid at time for time and accrue leave entitlements and superannuation, with leave accruals to be adjusted at least quarterly.

² "Substantial" is considered to be at least 50% of directed tasks or a component as set by the Line Manager

³ <http://www.safework.sa.gov.au/>

For periods of less than four weeks and at the discretion of the CEO taking into consideration Council's business operations, an indoor Part-Time employee may negotiate to work the additional time as TOIL and the TOIL Guidelines as per Clause 4.2.3 will apply.

3.6. EMPLOYMENT FLEXIBILITY

Notwithstanding any other provision of this agreement, the Chief Executive Officer and an individual employee may mutually agree to vary the application of specific clauses of this agreement. No employee shall be disadvantaged by any flexible arrangements entered into.

3.7. JOURNEY INJURY INSURANCE

Council will provide employees with 24-hour Journey and Injury insurance to cover journeys related to work and private travel. The policy will cover bodily injury to employees whilst engaged in a journey.

The benefits relate only to weekly earnings and are as per the current policy limits as set out in accordance with the scheme rules.

3.8. WORKCOVER TOP UP INSURANCE

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

3.9. INCOME PROTECTION INSURANCE

The Councils will facilitate personal income insurance with Local Government Risk Services in accordance with the scheme rules for those staff that wish to participate, through a payroll deduction arrangement or similar, to enable access to competitive collective pricing for this insurance.

3.10. NOTICE OF TERMINATION BY AN EMPLOYEE

Any employee, other than a casual employee, desiring to terminate his/her employment shall give to the Council two weeks notice of his/her intention to do so.

Where the express provisions of an employee's employment provides for a longer period of notice, such provisions shall apply.

4. SECTION FOUR – HOURS OF WORK AND PAY MATTERS

4.1. ADDITIONAL HOURS WORKED

Additional Hours worked are hours where the employee is required to work outside of their Standard Ordinary Hours of engagement. Remuneration for such hours will be made as per the following Clauses dependant on the employee's work group class being **INDOOR** or **OUTDOOR**.

4.2. TOIL GUIDELINES

The maximum number of **TOIL** hours that may be accrued for a full time employee is 38 hours (pro-rata for part time) unless prior authorisation is given by the CEO.

Accrued **TOIL** is to be taken at a time which is mutually agreed by the employee and their Line Manager/Supervisor having regard to the needs of the work area.

TOIL may be accrued to enable employees to utilise in place of other leave entitlements to cover the general practice of closing administration offices over the Christmas New Year period.

Accrued **TOIL** will not be paid as a cash component unless in the circumstances of termination of employment, or on negotiation with the CEO.

4.3. INDOOR EMPLOYEES

4.3.1. Work Outside of the Ordinary Span of Hours

4.3.1.1. Overtime – Usual Employment Function

When an Indoor employee is required to work in a function related to their terms of employment engagement, in excess of their Standard Ordinary Hours and outside of the Ordinary Span of Hours, the additional time worked shall be either:

- Paid as **OVERTIME** attracting a penalty payment of **time and a half** for time so worked at their standard hourly rate of pay, or
- Accrued as **TOIL** at **time for time** so worked.

4.3.2. Work Inside of the Ordinary Span of Hours

When an Indoor employee is required to attend meetings, training, conferences or the like during the normal course of their duties, in excess of their Standard Ordinary Hours of work on any one day, but the time worked is inside the Ordinary Span of Hours, the additional time worked shall accrue as **Time off in Lieu TOIL**

As negotiated with the Line Manager an employee may accrue **TOIL** within the normal course of undertaking their duties when required. Any **TOIL** accrual in excess of the **TOIL** guidelines must be by prior arrangement with their Line Manager.

Upon mutual agreement, an employee may take time worked inside the ordinary span of hours as overtime (at the appropriate rate).

4.4. OUTDOOR EMPLOYEES – OVERTIME

4.4.1. Overtime – Usual Employment Function

When an Outdoor employee works:

- in excess of their Standard Ordinary Hours of work on any one day and the time worked is inside the ordinary span of hours OR
- the time worked is outside of the ordinary span of hours

the additional time worked shall be paid as **OVERTIME** and attract a penalty rate of **time and a half** for time so worked.

Upon mutual agreement, this time worked may be accrued as TOIL (at time for time) and is to be taken at a mutually agreed time deemed suitable to both the employee and management.

4.5. ADDITIONAL HOURS WORKED ON PUBLIC HOLIDAYS

If an employee is required to work on a public holiday, the payment for the additional time worked will be treated as either a Call Back or Overtime, and is payable in addition to normal public holiday pay if the public holiday falls on a day which would otherwise have been a standard working day for that employee.

4.6. EXCESS TRAVELLING TIME

On the occasion where the Council requires an employee to start work at a place away from the employee's usual starting place, the additional travel time will be counted as additional hours worked. The parties to this agreement have mutually agreed that for the purposes of Travelling Time, clause 3.1 HOURS OF WORK will not apply.

Therefore all time reasonably spent reaching and/or returning from the place of work, which is in excess of the time normally spent in travelling between the employee's usual residence and their normal work place will attract the following entitlements:

4.6.1. Inside

Inside employees accrue **TOIL** at **time for time** for work associated Travelling Time

4.6.2. Outside

Outside employees will receive a **CASH** payment at **time for time** for work associated Travelling Time

4.7. ON CALL ALLOWANCES

An employee receiving a formal instruction⁴ from their Line Manager, to be available for **On Call** duty outside of the employee's ordinary span of hours is to receive an **On Call Allowance** set as per **APPENDIX C – ALLOWANCES**.

Employees **On Call** and in receipt of the **On Call Allowances** are required to be available to attend a **Call Back** for the entire duration that they are on call within agreed service standards as set by the engaging Council for the function required.

⁴ From a Senior Officer or Line Manager. Employees classified a Level 9 or higher are not entitled to an On Call Allowance.

An employee will not be required to be **On Call** whilst on leave however they may nominate to be available for the **On Call** Roster.

Employees required to attend to calls will receive payment as per the relevant Overtime Clauses above.

4.8. CALL BACKS

For the purposes of this agreement, an employee will be deemed to be on a call back, as opposed to working **Overtime**, if the employee is required to work (with or without receiving prior notice):

- On a day other than their standard day/s of work
- After completing their Standard Ordinary Hours of work and have signed off for the day.

4.8.1. Standard Call Back

There are two different circumstances where **Call Back** payments apply.

- A. An employee who has already worked their standard ordinary hours for the day and signed off, and is called back to attend the work place or attend to work related tasks, and recommences work inside of ordinary span of hours will be paid for a minimum of **TWO** hours or at time and a half which ever is the greater.
- B. An employee who is called back to work outside of the ordinary span of hours will be paid for a minimum of **THREE** hours at time and a half.

An employee working on a **Call Back** will be paid according to their relevant overtime clause (see clauses 4.2 and 4.3)

If whilst on a call back and prior to the employee returning to their home, a further call back is received, the time will be classed as one call back.

For the purpose of this clause, attend means attendance on site or a series of ongoing phone calls and does not include answering an individual phone call of short duration (eg 10 minutes).

4.9. LOCAL GOVERNMENT ELECTIONS

Where an employee elects to work and has been approved to be involved in Council Elections, rates of pay will be as outlined at the time of an election by the Local Deputy Returning Officer.

4.10. SUPERANNUATION

Council will pay a Superannuation contribution, for each employee, no less than the amount specified in the Superannuation Guarantee (Administration) Act 1992, to the employee's nominated Superannuation fund.

5. SECTION FIVE - LEAVE ENTITLEMENTS

5.1. ANNUAL LEAVE

Annual Leave will be paid to all eligible employees as per the Fair Work Act 1994 (SA) Schedule 4 – Minimum Standards for Annual Leave.

No leave loading will apply to any payment for Annual Leave.

5.2. PRODUCTIVITY DAYS

Council shall provide the equivalent of **TWO** days of the employees' standard hours as paid leave to each employee to be known as **Productivity Days**.

Where Council determines that a work area closes between the gazetted public holidays associated with Christmas and New Year, then those employees will access the **Productivity Days** in addition to other leave, as part of their place of work or office closure.

Employees may be permitted to work on their normal working days (excluding public holidays) during closure periods to undertake essential work with the agreement of management.

Where Council determines that a work area remains open between the gazetted public holidays associated with Christmas and New Year, then the affected employees will access the **Productivity Days** in conjunction with an individuals' period of approved leave which falls closest to the Christmas and New Year season.

5.3. BEREAVEMENT LEAVE

An eligible employee may take paid Bereavement leave when a member of the employee's immediate family dies.

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

The employee must give the employer any evidence that the employer reasonably requires of the death.

Accrued leave / TOIL entitlements may be accessed by employees following bereavement leave by mutual agreement.

5.4. LONG SERVICE LEAVE

Long Service Leave (LSL) shall apply as per the Long Service Leave Act 1987.

5.5. PARENTAL LEAVE

Entitlement and access to Parental leave will be as per the Fair Work Act 1994 (SA).

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

If an employee's Employment Contract expires whilst on Parental Leave, the Employee will be no longer employed by the Council unless a new Employment Contract has been negotiated.

5.6. SICK LEAVE

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

5.6.1. Carer's/Personal Leave

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

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

Employees must notify the employer of their intention to access their accrued sick leave for carer's/personal leave as per the Fair Work Act 1994 (SA).

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

⁵ Based on individual employees 'leave entitlement date' NOT calendar years

6. SECTION SIX - INDUSTRIAL MATTERS

6.1. RIGHT OF ENTRY

Right of entry provisions are as per the SAMSO and LGE Award.

6.2. RENEGOTIATION OF AGREEMENT

The parties agree to commence negotiations on a new agreement three months prior to the expiry of this Agreement.

6.2.1. Parties to renegotiation

The parties covered by this Agreement agree to progress negotiations for a new Agreement through the Single Bargaining Unit (SBU). The SBU shall consist of Management Representatives, Employee Representatives and Union Representatives

The SBU will be constituted by the following representatives:

- Two Outdoor representatives and two Indoor representatives
- CEO (and a proxy)
- Coordinator Human Resources (non voting)
- Union representatives (non voting)

6.2.2. Voting

The affected staff of Council will collectively have an equal vote in the renegotiation of future agreements (i.e. the majority of staff covered by a proposed new Agreement must vote in favour of the agreement, prior to the agreement coming into force).

7. SECTION SEVEN – CLASSIFICATIONS AND NEGOTIATED INCREASES

7.1. CLASSIFICATION CRITERIA

Employment positions will be based on the Classification Criteria schedule as per APPENDIX B – CLASSIFICATION CRITERIA

Employees Classification Levels under this agreement will be as assessed and determined by the Chief Executive Officer.

Council will ensure a fair, well informed and considered process is in place for an employee or a Manager to apply for a reclassification should either party believe that the requirements of a position have changed and warrant an amendment of the classification level.

7.1.1. Classification Increment Steps

Each of the Eleven Classification Levels will have increment steps which the Chief Executive Officer may apply to reflect experience, recognise performance milestones or relevant qualifications. Classifications Levels One to Six will have three increments steps, whereas Classification Levels Seven to Eleven will have two steps apply.

Classification Levels 1 - 6

Step 1	Step 2	Step 3
Entry Point	Experience Gained	Extensive experience
	Demonstrated Competence in key aspects of the position	High level of competency in all aspects of the position
	Sound performance	Sound performance over a sustained period of time
	Significant progress towards relevant Qualifications	Relevant Qualifications

Steps Classification levels 7 – 11

Step 1	Step 2
Entry Point	Extensive experience
	High level of competency in all aspects of the position
	Sound performance
	Relevant Qualifications

Each Council will ensure an annual process is in place to review the employee's current incremental step in order to achieve a properly considered, fully informed and fair outcome for all parties.

7.2. TRANSITION TO CLASSIFICATION CRITERIA

Under this agreement as the Council transition employees to the Classification Criteria it is agreed that no employee will be financially impaired in relation to their salary package as at 30th June 2015.

A classification level from 1 July 2015 has been determined by the Chief Executive Officer for each employee based on their position and hourly rate as at 30th June 2015. Should the classification level and step within that level attract an hourly rate which is less than the employee's hourly rate prior to the 1 July 2015, then that employee will be paid a **Transition Allowance**.

The **Transition Allowance** in the first year will be equivalent to at least a one per cent increase between their 31st March 2016 hourly rate and the CEBA classification level and step hourly rate on 1 July 2015.

Employees on the transition allowance will be entitled to an annual pay increase in years 2 and 3 of 50% of the pay increase provided for employees being paid in accordance with the CEBA classification structure with a minimum increase of 1%, until such time as the employee's pre 1 July 2015 hourly rate plus annual increases under this agreement equate to at least the equivalent of the calculated hourly rate for the determined classification level and step applicable under this agreement.

7.3. ANNUAL PERCENTAGE INCREASES

For the 12 month periods beginning 1st July 2016 and 1st July 2017 respectively an annual increase in the hourly base rate of pay applicable to each Classification Level shall be equal to the Adelaide All Groups Consumer Price Index as calculated for the 12 month period ending March 31st immediately preceding the financial year ending with a minimum increase of 2%.

7.4. NO FURTHER CLAIMS

The parties agree that for the life of this Agreement there shall be no further claims or demands whatsoever in relation to this Agreement made by any party.

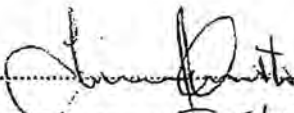
**District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018**

Document Control Version **V3-2 March 2016**

8. SECTION EIGHT- SIGNATURES OF THE PARTIES

Signed for and on behalf of:

The District Council of Tumby Bay


Signature: 
Nominee Name: **TREVOR J. SMITH**


Witness Signature: 

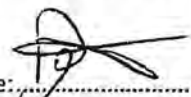
For the Employees of the District Council of Tumby Bay

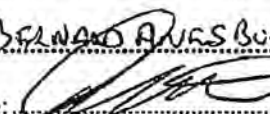
Signature: 
Nominee Name: **Julie Kemp**

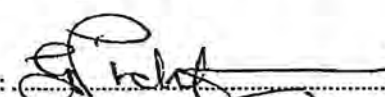
Witness Signature: 


Signature: 
Nominee Name: **Wayne Phillips**

Witness Signature: 

Signature: 
Nominee Name: **BERNARD ANGUSBURY**

Witness Signature: 

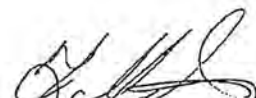
Signature: 
Nominee Name: **G. Rickford**

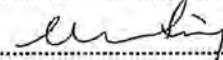
Witness Signature: 

For and on behalf of the Australian Workers Union

Nominee Name: **Frank Mateos**

Position: **Assistant Branch Secretary**

Signature: 

Witness signature: 

For and on behalf of the Australian Services Union

Nominee Name: **JOSEPH SCALES**

Position: **SECRETARY**

Signature: 

Witness signature: 

On this **8th** day of **April 2016**

APPENDIX A – HOURLY RATES OF PAY

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

level and increment		1 July 2015
Level 1	1A	\$ 17.71
	1.1	\$ 22.26
	1.2	\$ 24.53
	1.3	\$ 26.80
Level 2	2.1	\$ 27.47
	2.2	\$ 27.81
	2.3	\$ 28.14
Level 3	3.1	\$ 28.85
	3.2	\$ 29.20
	3.3	\$ 29.55
Level 4	4.1	\$ 30.59
	4.2	\$ 31.10
	4.3	\$ 31.62
Level 5	5.1	\$ 32.73
	5.2	\$ 33.28
	5.3	\$ 33.83
Level 6	6.1	\$ 35.10
	6.2	\$ 35.74
	6.3	\$ 36.37
Level 7	7.1	\$ 37.73
	7.2	\$ 39.09
Level 8	8.1	\$ 40.85
	8.2	\$ 42.61
Level 9	9.1	\$ 44.53
	9.2	\$ 46.45
Level 10	10.1	\$ 48.50
	10.2	\$ 50.63
Level 11	11.1	\$ 52.91
	11.2	\$ 55.18

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version V3 – March 2016

APPENDIX B – CLASSIFICATION CRITERIA

Indoor = Admin type functions Outdoor = Operational functions		CLASSIFICATION DESCRIPTIONS	Comparative to Awards SAMDA & LGE
Level 1A & Level 1			
1A & 1		<p><i>Level 1A covers entry level employees under 21 years of age, with minimal or nil experience and qualifications.</i></p> <p><i>Level 1 covers entry level for employees with minimal or nil experience and qualifications.</i></p>	
Authority and accountability:		Completion of generic and basic tasks involving the utilisation of basic skills under established practices and procedures. Individual or team work is closely monitored under direct supervision.	
Judgment and problem solving:		Judgment is minimal and work activities include routine and clearly defined work which is co-ordinated by other employees. The tasks to be performed may involve the use of a basic range of tools, techniques and methods within a limited range of work.	
Specialist knowledge and skills:		Job specific knowledge and skill are obtained through basic on-the-job training and workplace-based induction training.	
Management skills:		Not required at this level.	
Interpersonal skills:		Limited to basic communications with other staff and with the public (possibly Outdoor)	
Qualifications and experience:		An employee in this level will undertake on-the-job training, which may include an induction course.	
Indicative Tasks	Indoor	General reception and customer service duties with no previous relevant work place experience. May include School leavers or traineeships	Junior rate and Level 1A, and Level 1.1-1.4
	Outdoor	Limited or no experience outdoor duties, includes use of power tools and equipment, push mower. School leavers or apprenticeships	Grade 1 to 3
Level 2			
2		<i>Level 2 covers entry level employees undertaking duties and responsibilities in excess of Level 1 with prior relevant experience in local government, similar industry or position</i>	
Authority and accountability:		Completion of basic tasks of a routine nature and limited complexity involving the utilisation of a range of basic skills under established practices and procedures. Work is monitored under supervision either individually or in a team environment.	
Judgment and problem solving:		Judgment is limited to the tasks to be performed and may involve the use of a limited range of tools, techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.	
Specialist knowledge and skills:		Obtained through on-the-job training and workplace induction training. May include off-the-job training through accredited short courses. May also include the operation of tools, plant, machinery and/or equipment, in accordance with the requirements of the position. Performance of trades and non-trade tasks incidental to the work.	
Management skills:		Not required at this level.	
Interpersonal skills:		Good communication skills limited to interaction with staff and public with regard to minor matters with referral of complex issues and business matters to more experienced staff	
Qualifications and experience:		Completion of Year 10 and/or an appropriate traineeship program or similar work/skills. For trade based employees - a) Hold an appropriate Equipment Operator Qualification; b) accredited training in plant and equipment operations	
Indicative Tasks	Indoor	Administration support of a function	Level 1.5-1.6 & Level 2
	Outdoor	Previous experience in Civil construction, concreting, paving, ride-on mowing, maintenance, handyman, gardening duties, operating relevant plant and machinery	Grade 4 to Grade 6

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Level 3		
3	<i>Level 3 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 2 with relevant experience</i>	
Authority and accountability:	Responsible for completion of regularly occurring tasks of a moderately complex nature on a cyclic process (daily, monthly, quarterly etc). Works under established practices and procedures. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.	
Judgment and problem solving:	Personal judgment is required to follow predetermined procedures where a choice between more than two options is present. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. Guidance is available from more senior staff.	
Specialist knowledge and skills:	Application of developed skills and knowledge acquired through on-the-job training or accredited external training over a number of months. Positions may require demonstrated competence in administrative areas.	
Management skills:	Not required at this level.	
Interpersonal skills:	Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters.	
Qualifications and experience:	Qualifications or relevant experience in accordance with the requirements of work in this level, with a thorough knowledge of work activities and procedural and operational methods of the work area, which may be acquired through a) trade Certificate II, b) accredited training in plant and equipment operations c) Certificate III in Civil Construction or Horticulture or d) a non-trades Certificate III	
Indicative Tasks	Indoor Undertaking moderately complex administrative tasks requiring prior experience in similar role. May be responsible for undertaking a number of functions	Level 2
	Outdoor Previous experience and qualified trade in civil construction, concreting, paving, ride-on mowing, maintenance, gardening duties, operating relevant plant and machinery, senior mechanic. May supervise small team	ME Grade 4-6 Leading Worker or Grade 6 & 7
Level 4		
4	<i>Level 4 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 3 and is the entry level for tertiary qualified positions. Employees with significant relevant local government experience may also be classified in this level.</i>	
Authority and accountability:	Work performed is moderately complex and within general guidelines with limited guidance. May supervise work or provide on-the-job training, based on their skills and/or experience, to employees of the same or lower levels.	
Judgment and problem solving:	The nature of the work is clearly defined with procedures well understood. Tasks performed may involve selection from a range of existing techniques, systems, equipment, methods or processes.	
Specialist knowledge and skills:	Requires comprehensive knowledge and demonstrated competence in a number of key skill areas related to major elements of the job. Proficiency in the application of standardised procedures and practices.	
Management skills:	Provide employees with on-the-job training, guidance and basic knowledge of workplace policies and procedures. Employees may lead small groups of employees at the work team level in operational duties or the application of trades, administrative or technical skills.	
Interpersonal skills:	Employees at this level require advanced and effective verbal and written communication skills to enable them to communicate with clients, other employees and members of the public and in the resolution of matters of a more complex nature.	
Qualifications and experience:	Qualifications or considerable relevant experience in accordance with the requirements of work in this level which may be acquired through: (a) a trade certificate or equivalent (b) completion of accredited/industry-based training courses or a non-trade Certificate IV (c) knowledge and skills gained through on-the-job training.	
Indicative Tasks	Indoor Responsible for specific or specialised administrative or operational function	Level 3
	Outdoor Team Leaders or supervisors of small work teams or specialist operational functions	Grade B - Leading Worker

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Level 5		
5	<i>Level 5 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 4.</i>	
Authority and accountability:	The exercise of discretion within standard practices and processes and may involve the exercise of high precision occupational skills using various specialised techniques, systems, equipment, methods or processes. Positions provide local decisions, direction, leadership and on-the-job training to supervised employees or groups of employees.	
Judgment and problem solving:	Skills to solve problems which require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. For supervisors, the work processes often requires the quantification of the amount of resources needed to meet those objectives. Assistance available from other staff in the work area in solving problems.	
Specialist knowledge and skills:	Detailed and thorough knowledge in a number of advanced skill areas relating to the more complex elements of post-trades or specialist disciplines either through formal training programs or on-the-job training.	
Management skills:	Requires skills in leadership, co-ordinating a team of employees, to motivate and monitor performance against work outcomes. Positions may lead groups of employees at the work team level	
Interpersonal skills:	Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.	
Qualifications and experience:	Positions require thorough working knowledge and considerable experience of all work procedures in the relevant field for the application of technical, trades or administrative skills, based upon suitable certificate or post-certificate level qualifications which may include: a) post-trade certificate and/or other post-secondary qualification below diploma or degree b) extensive knowledge and skill gained through on-the-job training in accordance with the requirements of the work in this level	
Indicative Tasks	Indoor May have responsibility for a work team or specialised administration function and may be responsible for delivery of projects	Level 4
	Outdoor Team Leaders or Supervisors of work teams, responsible for setting budgets and minor works programs	
Level 6		
6	<i>Level 6 covers employees undertaking duties and responsibilities where the majority of their tasks are in excess of Level 5, and is the entry level for positions requiring a graduate professional qualification</i>	
Authority and accountability:	May be responsible for providing a specialised/technical service and for completing work with elements of complexity. May make internal and external recommendations which represent the employer to the public and/or other organisations. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for safety and security of the assets being managed.	
Judgment and problem solving:	Judgment and problem solving skills are required where there is a lack of definition requiring analysis of a number of options. Typical judgments may require variation of work priorities and approaches; some creativity and originality may be required. Guidance and counsel may be available within the time available to make a choice.	
Specialist knowledge and skills:	Employees have advanced knowledge and skills in a number of areas where analysis of complex options is involved.	
Management skills:	May provide higher level supervision of groups of operational, administrative, trades or technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring, managing and co-ordination to achieve specific outputs. Positions may require an understanding and implementation of relevant employment policies and practices.	
Interpersonal skills:	Advanced skills to communicate in both verbal and written format, with employees in lower levels and the public. Employees in this level are expected to write detailed and non-standard reports and correspondences in their field of expertise.	
Qualifications and experience:	Positions require working knowledge and experience of all work procedures for the application of technical, trades or administrative skills in the most complex areas of the job and suitable qualifications, which may include: a) Degree, Diploma or Associate diploma b) appropriate experience, in house training or equivalent.	
Indicative Tasks	Indoor Officers responsible for meeting legislative requirements for a function or specific service.	Level 5
	Outdoor May lead a work team.	

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Level 7			
	7	<i>Level 7 covers specialist or professional employees undertaking duties in excess of Level 6</i>	
Authority and accountability:		Provides professional and/or specialist technical services to complete complex assignments or projects in consultation with other employees.	
Judgment and problem solving:		Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from the employer's internal sources, and assistance is usually available from other professional and/or specialist technical employees in the work area.	
Specialist knowledge and skills:		Positions require considerable knowledge and an advanced level of skill to resolve issues having elements of complexity which may not be clearly defined.	
Management skills:		Technical and administrative employees at this level may manage moderately complex projects which may involve employees in lower levels and / or other resources.	
Interpersonal skills:		Persuasive skills are required to participate in complex discussions to resolve problems, explain policy and reconcile viewpoints. Employees may write reports in the field of their expertise and/or prepare external correspondence.	
Qualifications and experience:		Skills and knowledge needed are normally acquired through completion of a degree with little or no relevant work experience, or a diploma with considerable work experience. Less formal qualifications with acquisition of considerable skills and a combination of experience, expertise and competence sufficient to perform the duties required at this level	
Indicative Tasks	Indoor	Management of a small team delivering a specific function or service. Officers responsible for a specific projects and/or programs	Level 6
Level 8			
	8	<i>Level 8 covers specialist or professional positions that provide both advisory and project management responsibilities in excess of Level 7. The positions in Level 8 generally have a major impact upon the day-to-day operations of a function, department or work area of the employer.</i>	
Authority and accountability:		Provide expert or 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.	
Judgment and problem solving:		Positions require the interpretation of information and development of suitable procedures to achieve satisfactory outcomes. The nature of the work is usually specialised with methods, procedures and processes developed from theory or precedent. Decision making requires analysis of data to reach decisions and/or determine progress.	
Specialist knowledge and skills:		Positions require the application of extensive knowledge and a high level of skill in a specific area to resolve complex issues	
Management skills:		Employees at this level may manage complex projects involving people and other resources. Employees should demonstrate strong leadership qualities	
Interpersonal skills:		Interpersonal skills in leading and motivating employees in different teams/locations may be required, as well as persuasive skills to resolve complex problems or provide specialised advice.	
Qualifications and experience:		Employees at this level supplement base level professional qualifications with additional skills training. Considerable practical experience or skills training is required to effectively control key elements of the job. Formal qualifications together with acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard Or a combination of experience, expertise and competence sufficient to perform the duties of the position	
Indicative Tasks	Indoor	Management of a team responsible for specific and/or multiple functions and services	Level 7+

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

Level 9		
9	<p><i>Level 9 involves duties and responsibilities in excess of Level 8 and typically involves key specialists in a specific field and the undertaking of a strategic plan aligned management function. Level 9 also covers experienced professionals.</i></p> <p>Accountable for the effective management of major sections or projects the organisation. Provides a professional advisory role to people within or outside the employer on major areas of policy or on key issues of significance to the organisation. Such advice may commit the employer and have significant impact upon external parties dealing with the employer. The position's influence would have an important role in the overall performance of the function.</p> <p>Employees have a high level of independence and determine and/or oversee the framework for problem solving or set strategic plans. At this level, the position may represent management or the employer in the resolution of problems.</p> <p>Positions require knowledge and skills for the direction and control of a key function of the employer or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.</p> <p>Employees may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team. Positions at this level may also be required to manage staff, resolve operational problems and participate in a discrete management team to resolve key problems.</p> <p>Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to persuade, convince or negotiate with staff, clients, members of the public, tribunals and persons in other organisations in the pursuit and achievement of specific and set objectives. Communication skills may be required to enable provision of key advice both within and outside the employer and to liaise with external bodies.</p> <p>Employees will have a relevant degree or equivalent with extensive practical experience.</p>	
Authority and accountability:		
Judgment and problem solving:		
Specialist knowledge and skills:		
Management skills:		
Interpersonal skills:		
Qualifications and experience:		
Indicative Tasks	Indoor Management of a number of functions or services and associated work teams	Senior Officer Level 1-2
Level 10		
10	<p><i>Level 10 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives.</i></p> <p>Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. May lead development and/or implementation of policy.</p> <p>Resolution of problems which require analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.</p> <p>Positions require the application of a range of specialist knowledge and skills, including relevant legislation, policies and other areas of precedent.</p> <p>Application of developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.</p> <p>Employees at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve conflict.</p> <p>Employees require a relevant degree or equivalent and management experience.</p>	
Authority and accountability:		
Judgment and problem solving:		
Specialist knowledge and skills:		
Management skills:		
Interpersonal skills:		
Qualifications and experience:		
Indicative Tasks	Indoor Management of a large department or function of council, with reports being a combination of supervisor or team leaders and other direct reports	Senior Officer Level 3

District Council of Tumby Bay
Enterprise Bargaining Agreement 1 2015-2018

Document Control Version **V3 – March 2016**

		Level 11	
		<i>Level 11 positions can be described as those which have a management focus upon the attainment of operational and strategic objectives undertaking duties and responsibilities at a higher level than Level 10 and includes senior executive officers who relieve in the role of CEO (but not the chief executive officer, however described) who have overall responsibility and accountability for a number of significant functions.</i>	
Authority and accountability:	11	Makes determinative decisions and is accountable under delegated authority. Influences day-to-day and/or strategic direction of a department. Leads policy development and implementation.	
Judgment and problem solving:		Resolution of problems which require highly analytic reasoning and integration of wide-ranging and complex information. High level of independence in determining direction and approach to issues.	
Specialist knowledge and skills:		Positions require the application of a wide range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent.	
Management skills:		Application of highly developed management skills to establish and/or monitor goals and objectives. Manage employees, budgets, work programs or major projects of the employer or a department utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve services.	
Interpersonal skills:		Positions at this level are required to use highly developed interpersonal skills to influence, persuade and/or motivate others to achieve objectives critical to the employer and to resolve complex conflict situations.	
Qualifications and experience:		Positions require a relevant degree or equivalent and significant management experience.	
Indicative Tasks	Indoor	Executive Director of a function or service, or number of functions and services, with Management level reports	Senior Officer Level 4

APPENDIX C – ALLOWANCES

The allowance rates set below will be subject to a percentage increase on the 1st July annually as negotiated under this agreement

By accepting the allowances outlined below, employees are required to be in a State of Readiness (as outlined in Clause 1.2 – Definitions of this agreement.

Allowance	Rate	Frequency	Notes
COMMUNITY WASTEWATER MANAGEMENT SYSTEM (CWMS) ON CALL ALLOWANCE	Allowance	\$50.00	As rostered*

*Payment amounts are:

- Weekly in the event that the roster is for a full week; or
- Per Roster Period in the event that roster is for less than a full week
- Payment to be made for the full period or pro rata where the week or roster period is shared between employees