

MUNICIPAL COUNCIL OF ROXBYS DOWNS ENTERPRISE AGREEMENT 2014

File No. 4811 of 2015
Cross Reference File No. 6764/2013

VARIATION ORDERS MADE PURSUANT TO SECTION 84

ON 2 JULY 2015

1. **THAT** the Enterprise Agreement be varied as follows:
 - (a) inserting Appendix 4 as appended hereto.
2. **THAT** the said variation will operate on and from 2 July 2015 and is to have a life for the balance of the currently approved Enterprise Agreement.

THE COMMISSION, PURSUANT TO SECTION 84
OF THE FAIR WORK ACT 1994 HEREBY APPROVES THIS
VARIATION OF THE ENTERPRISE AGREEMENT.



DATED 2/7/2015.

A handwritten signature in black ink, appearing to read "P. J. McMichael".

COMMISSION MEMBER



**MUNICIPAL COUNCIL OF ROXBY
DOWNS ENTERPRISE
AGREEMENT 2014**

**File No. 4811 of 2015
Cross Reference File No. 6764/2013**

**CONSOLIDATED AGREEMENT AS AT
2/7/2015 AS SUPPLIED BY THE PARTIES AND
INCORPORATING ALL AMENDMENTS SINCE
THE ORIGINAL APPROVAL WAS GRANTED
ON 28 JANUARY 2014**

**MUNICIPAL COUNCIL OF
ROXBY DOWNS**

ENTERPRISE AGREEMENT 2014

TABLE OF CONTENTS

1.	PRELIMINARY.....	2
2.	TITLE	2
3.	PARTIES BOUND	2
4.	DEFINITIONS [AGREEMENT/NEW]	2
5.	DATE OF OPERATION.....	4
6.	RELATIONSHIP TO AWARDS	4
7.	INTENT	4
8.	ANTI-DISCRIMINATION.....	5
9.	WORKPLACE BARGAINING COMMITTEE	6
10.	DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES	8
11.	AGREEMENT ACCESS	9
12.	ABSENCE OF COUNCIL'S ADMINISTRATOR	9
13.	EMPLOYMENT SECURITY	11
14.	BUSINESS EXCELLENCE FRAMEWORK	13
15.	APPOINTMENT AND PROBATION	14
16.	CASUAL EMPLOYMENT.....	15
17.	USE OF CASUAL EMPLOYEES	15
18.	FIXED TERM EMPLOYMENT.....	15
19.	PART TIME EMPLOYMENT/JOB SHARING	16
20.	TERMINATION OF EMPLOYMENT.....	17
21.	NOTICE OF TERMINATION BY AN EMPLOYEE.....	18
22.	CLASSIFICATION AND RATES OF PAY	20
23.	RECLASSIFICATION.....	20
24.	PAYMENT OF WAGES	20
25.	HIGHER DUTIES.....	20
26.	FIRST AID CERTIFICATION	21
27.	TRAVELLING EXPENSES.....	21
28.	TELEPHONE ALLOWANCE	21
29.	IMPROVED SERVICE DELIVERY	23
30.	LOCAL WORK AREA AGREEMENTS	23
31.	HOURS OF WORK.....	23
32.	PENALTY RATES ON ORDINARY TIME	24
33.	OVERTIME.....	25
34.	FLEXIBLE WORKING TIME: TIME OFF IN LIEU (TOIL) SYSTEM AND PAYMENT FOR OVERTIME	25
35.	REST PERIOD AFTER OVERTIME.....	26
36.	CAREER DEVELOPMENT.....	28
37.	SECONDMENT.....	28
38.	PROFESSIONAL / DEVELOPMENT LEAVE	29
39.	EMPLOYEE ASSISTANCE PROGRAM.....	32
40.	STAFF DEVELOPMENT AND APPRAISAL SYSTEM.....	32
41.	EQUITY & DIVERSITY.....	34
42.	WORKPLACE HEALTH & SAFETY	34
43.	ANNUAL LEAVE	34

44.	ANNUAL LEAVE LOADING	35
45.	COMPASSIONATE LEAVE	36
46.	LONG SERVICE LEAVE	36
47.	PARENTAL LEAVE	37
48.	PAID MATERNITY AND ADOPTION LEAVE	44
49.	PERSONAL LEAVE (SICK & CARER'S)	46
50.	LONG-TERM CARER'S LEAVE	49
51.	LEAVE ACCRUALS	49
52.	JURY SERVICE	50
53.	PUBLIC HOLIDAYS	50
54.	SICKNESS & ACCIDENT INSURANCE	50
55.	SALARY PAYMENTS	52
56.	SUPERANNUATION	53
57.	SALARY SACRIFICE ARRANGEMENTS	54
58.	SALARY PACKAGING ARRANGEMENTS	54
59.	PAYMENT OF COUNCIL RATES AND UTILITIES	56
60.	HOUSING & UTILITIES ALLOWANCE	56
61.	MILEAGE REIMBURSEMENT	56
62.	CORPORATE UNIFORM	56
63.	PROTECTIVE CLOTHING	57
64.	CONTINUOUS SERVICE	57
65.	NO EXTRA CLAIMS	58
66.	SIGNATORIES TO THE AGREEMENT	59
	APPENDIX 1 – PAY RATE SCHEDULE	61
	APPENDIX 2 – CLASSIFICATION	62
	APPENDIX 3 – CLASSIFICATION STRUCTURE	64

Section One

INTRODUCTION

1. PRELIMINARY

1.1 It is intended that this and future Agreements will provide a foundation for:

- continuous improvement activities in the work place;
- flexible working hours and conditions that are aimed at ensuring all employees can maintain a good balance between work and home;
- support mechanisms for those who are faced with family illness or emergencies; and
- support for training and professional development.

1.2 The continued success of this Council and the wellbeing of employees depend on a shared commitment from the employer and employees.

2. TITLE

This Agreement shall be known as the Municipal Council of Roxby Downs Enterprise Agreement 2014

3. PARTIES BOUND

3.1 This Agreement is binding on the Municipal Council of Roxby Downs and its employees.

3.2 Unless otherwise stated in this Agreement, the terms, conditions and effects (including all benefits) of this Agreement are applicable to Council's Position of Administrator (or equivalent).

4. DEFINITIONS [AGREEMENT/NEW]

For the purposes of this Agreement:-

4.1 "Act" shall mean the *Fair Work Act 1994* (SA);

4.2 "Administrator" shall mean the person appointed by the Minister under section 12 (3) of the *Roxby Downs (Indenture Ratification) Act 1982*;

4.3 "Agreement" shall mean the Municipal Council of Roxby Downs Enterprise Agreement 2014, as amended from time to time;

4.4 "Child" includes adopted, step, ex-nuptial and adult children;

4.5 "Commission" shall mean the South Australian Industrial Relations Commission;

- 4.6 "Consultation" shall mean the process, which will have regard to employees' interests in the formulation of plans in cases of major change or significant impact. It provides these employees with the opportunity to have their view points heard and taken into account prior to a decision being made. Consultation allows for decisions to be made having due regard to all matters raised by employees;
- 4.7 "Council" and "Employer" and "Administrator" shall mean the Municipal Council of Roxby Downs (as applicable);
- 4.8 "De facto spouse" shall mean a person who lives with the employee as the employee's partner on a genuine domestic basis although not legally married to the employee;
- 4.9 "Employee" shall mean any employee of the Council (including the Position of Administrator) who performs work covered by this Agreement;
- 4.10 "Immediate Family or Household member" shall mean
- 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)
 - 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 the Council Administrator
- 4.11 "Local Work Area Agreement" (**LWAA**) is a binding agreement between the employer and employees of a defined work group/area documenting specific and unique working conditions for that work group;
- 4.12 "Minister" shall mean the Minister of the Crown responsible under the *Roxby Downs (Indenture Ratification) Act 1982*;
- 4.13 "Reasonable" shall mean that which is agreeable to reason, sound of judgement and equitable to those involved;
- 4.14 "Service Review" shall mean the formal service review process adopted by Council. This review will be a fair, transparent and accountable process undertaken by Council to validate a service as cost effective, meeting the needs of the community and representing the best value for money and builds in provision for participative and timely staff consultation at all key points;
- 4.15 "Significant Impact" shall mean termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills

required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work, the need for retraining or transfer of officers to other work or locations and the restricting of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant impact;

4.16 "Workplace Representative" is a recognised employee representative.

5. DATE OF OPERATION

This Agreement will operate from the date of the approval by the Commission and shall have a nominal expiry date of (3) years from the date that the Agreement commenced. The terms and conditions shall continue to be applied until the parties enter into a new Agreement to cover the terms and conditions of employment for employees covered by this Agreement.

6. RELATIONSHIP TO AWARDS

6.1 This Agreement is intended to be a stand-alone industrial instrument for application by the parties in the workplace. That is without reference to the prevailing industrial Awards. However the parties to the agreement recognise the application of s 81(3) of the *Fair Work Act 1994* (SA) to all registered enterprise agreements.

6.2 All of the provisions of Schedule 5 of the SA Municipal Salaried Officers Award are called up by this Agreement.

7. INTENT

7.1 The continued success of this Council and the wellbeing of employees depend on a shared commitment from the employer and employees.

7.2 This Agreement and particularly clause 1.1 is designed to support Council's strategic focus. It is based on the need to retain maximum flexibility in order to adapt to the rapidly changing and unpredictable external environment, and to continuously improve work practices, while striving to serve the community in the best way possible.

7.3 This Agreement aims to continue the process of continuous improvement through the following strategies:

7.3.1 Developing and implementing workplace reform targets to achieve higher levels of productivity through the use of LWAA's (where applicable);

7.3.2 Continuing the tradition of participation, teamwork, trust and shared commitment to the goals and policies of Council and the achievement of sustainable productivity;

- 7.3.3 Building on business planning, developing service standards, key performance indicators and implementing continuous improvement initiatives;
 - 7.3.4 Improving work practices and reducing waste, lost time and absenteeism;
 - 7.3.5 Sustaining and building on our current standards of occupational health, safety and welfare;
 - 7.3.6 Continued commitment to the principles of equity and diversity in the workplace; and
 - 7.3.7 Continued commitment to access training and skills acquisition opportunities so that all employees have enhanced career paths and can best meet the changing needs of Council.
 - 7.3.8 Continued commitment to meet the goals and objectives contained within Council's Strategic Management Plan
- 7.4 The above strategies underpin a commitment to providing equitable gains for the community, Council and its employees.

8. ANTI-DISCRIMINATION

- 8.1 It is the intention of the parties to this Agreement to achieve a non-discriminatory work environment through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 8.2 Accordingly, in fulfilling their obligations under clause 10 (Dispute Avoidance/Settlement Procedure), the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 8.3 Nothing in this clause is to be taken to affect:
- 8.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 8.3.2 an employee, the employer or their representatives from pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
 - 8.3.3 any exemptions under legislation.

9. WORKPLACE BARGAINING COMMITTEE

- 9.1 The Workplace Bargaining Committee is established to assist in the negotiation of the terms and conditions of the Agreement and to assist in the monitoring of the implementation of the initiatives contained within this Agreement. The Workplace Bargaining Committee shall be comprised of:
- 9.1.1 Council's Administrator, or the Administrator's nominee(s); and
 - 9.1.2 All of Council's employees (excluding the Administrator) but at least three (3) Workplace Representatives elected by a majority of all employees (excluding the Administrator).
- 9.2 Having regard to the role for which it is established, the Workplace Bargaining Committee shall meet at least quarterly to:
- 9.2.1 Hear and acknowledge reports and ideas generated by employee and employer representatives on a range of issues;
 - 9.2.2 Provide a forum of two way information flow between the employer and employees;
 - 9.2.3 Consider issues deemed to be of "significant impact" to employees' interests and;
 - 9.2.4 Make recommendations where appropriate to Council through consensus;

Section Two

CONSULTATION AND DISPUTE RESOLUTION

10. DISPUTE AVOIDANCE/SETTLEMENT PROCEDURES

- 10.1 It is expected that the procedures outlined in this clause will only need to be adopted where the concern or complaint relates to a group or groups of employees.
- 10.2 It is anticipated that the majority of issues will be brought to the attention of and addressed by supervisors at the work site as part of day-to-day operational activity.
- 10.3 The employer and employees agree to follow all stages in the Dispute Avoidance Procedure to ensure that all matters receive prompt attention and are resolved by consultation, negotiation, mediation or conciliation wherever possible at the enterprise level;
- 10.4 During the implementation of the Dispute Avoidance Procedure, work will proceed without stoppage or the imposition of any bans, limitations or restrictions, unless there is a clear danger to the health and safety of employees or members of the public;
- 10.5 If a dispute in relation to any change of work practice is notified, management will not take action to alter the status quo, unless there is a clear danger to the health and safety of employees or members of the public by maintaining the status quo;
- 10.6 **Dispute Settlement Procedure**
- 10.6.1 Stage One - The employee(s) concerned, or his/her/their Workplace Representative or other nominated representative, if requested, will contact the relevant supervisor and attempt to resolve the matter or complaint at that level;
- 10.6.2 Stage Two - If the matter is not resolved at Stage One, the employee(s), or his/her/their Workplace Representative or other nominated representative, if requested, will meet with the relevant manager;
- 10.6.3 Stage Three - If the matter is not resolved at Stage Two, the employee(s), or his/her/their Workplace Representative or other nominated representative, if requested, will meet with the Administrator with a view to resolving the matter;
- 10.6.4 Stage Four - In the event that any matters referred to in Stages One, Two and Three above remain unresolved following the negotiation provided for above, the matter shall be referred to the Commission (by any party);
- 10.7 The process contained in Stages One, Two and Three, should be completed within seven (7) working days of the issue being raised at Stage One to ensure its expedient resolution.

11. AGREEMENT ACCESS

The employer shall provide a current copy of this Agreement in an accessible place for perusal by employees in respect of salaries, classification criteria and conditions of service relating to their employment.

12. ABSENCE OF COUNCIL'S ADMINISTRATOR

At its sole discretion, Council may appoint any employee to act in the role of Administrator in the absence of the Administrator.

Section Three

EMPLOYMENT RELATIONSHIPS AND SECURITY

13. EMPLOYMENT SECURITY

13.1 The importance of a flexible workforce enabling Council to respond to changing community demands and legislative requirements is acknowledged. It is therefore recognised that Council's workforce will need to comprise a mixture of full-time, part-time and casual employees, employees on fixed term contracts and agency personnel. This mix will also provide the flexibility necessary to enable Council to provide security of tenure to employees;

13.2 Vacancies will be advertised internally and externally concurrently, at the discretion of Council.

13.3 Voluntary Redundancies

For the period of this Agreement there will be no forced redundancies subject to this Agreement. Natural attrition, voluntary redundancies and redeployment will be used where organisational requirements determine that positions are no longer required.

13.4 Voluntary Separation Package

The payment of Voluntary Separation Packages (**VSP**) will be at the sole discretion of Council. Where an employee (other than Council's Administrator) is offered a VSP by Council, the terms of the redundancy will be:

13.4.1 10 weeks notice, or payment in lieu of such period of notice;

13.4.2 A redundancy payment at the rate of three (3) weeks salary or wage per year of completed continual service in the council, with a maximum payment of 104 weeks salary or wage. The maximum payment will include the above 10 weeks payment in lieu of notice;

13.4.3 The employee resigning from all positions in which he/she is employed or engaged by Council and subsidiaries;

13.4.4 The employee having notified the Council of each and every injury or disability which they could reasonably be aware of and believes were, or could possibly have been sustained by them during the period of their employment with the Council or its predecessors;

13.4.5 The employee not suffering any work related injury between the date of the offer of the separation package and the time at which the employee commences their journey home on the final day of employment;

13.4.6 The employee not having any outstanding claim for income maintenance pursuant to the *Workers Rehabilitation and Compensation Act 1986* (SA);

- 13.4.7 The Council has the right to amend the amount payable to the employee due to a financial or clerical error in calculating the package. However, if the amount payable to the employee is less than that previously advised the employee will have the right to decline acceptance of the VSP;
- 13.4.8 Where an employee who has accepted an offer of a VSP dies before the date of resignation or before payment of the separation package, payment of the employee's separation package will be made in the same manner as other outstanding payments (e.g. Long Service Leave) to the employee's Estate;
- 13.4.9 The employee will not be eligible for re-employment with the Council for a period of two years from the date of resignation. However the parties recognise that occasionally the new Council may desire to engage former employees for short-term project consultancies;
- 13.4.10 Each VSP requires the specific prior approval of the Council, and advice to, and discussion with, the staff of associated work changes (as applicable);
- 13.4.11 Any dispute arising under the provisions of this clause will be dealt with in accordance with clause 10 (Dispute Avoidance/Resolution Procedures) as set out in this Agreement.

13.5 Redeployment

- 13.5.1 In the absence of any formal contractual arrangement with Council to the contrary, where an employee's position is no longer required, in the first instance, every endeavour will be made to redeploy the person to the same classification level;
- 13.5.2 If an employee's position is no longer required that employee will be offered a VSP. If the employee declines an offer of a VSP then the employee will be redeployed to an alternative position at a lower classification. If the employee declines the alternative position at a lower classification the Council may make a redundancy payment to the employee;
- 13.5.3 The employee has up to three (3) months from commencement in the redeployed position to confirm acceptance of the position that is offered under clause 13.5.2
- 13.5.4 Where a re-deployee is placed in a position at a lower classified level the Council will:
- 13.5.4.1 Provide for the maintenance of salary or wage (as defined) at the date of redeployment at their existing level for a period of two (2) years. There will be no entitlement to any

increase in salary until such time as the salary relevant to the lower classified position is equal to the maintained salary. If the maintained salary is not equal to the lower classified position after two years the maintained salary will be reduced to the salary relevant to the lower classification;

- 13.5.4.2 Seek opportunities to retrain and redevelop the employee to enable them to establish themselves at their previous classification level;
- 13.5.4.3 At the employee's request, and by arrangement with the appropriate authority, continue superannuation contributions by the employer and employee on an ongoing basis at the level which applied prior to redeployment;
- 13.5.4.4 The employee has up to six (6) months from commencement in the redeployed position to confirm acceptance of that position;

14. BUSINESS EXCELLENCE FRAMEWORK

- 14.1.1 As a means of pursuing long term, sustainable improvement and delivery of service excellence, the Parties to this Agreement are committed to the ongoing implementation of the Business Excellence Framework (BEF).
- 14.1.2 The BEF describes an integrated approach to leadership and management that is based on proven practices capable of achieving outstanding success and sustainability.
- 14.1.3 There is a shared commitment to the Business Excellence Principles, which are to:
 - 14.1.4 lead by example, provide clear direction, build organisational alignment and focus on sustainable achievable goals;
 - 14.1.5 understand what markets and citizens value now and into the future and use this to drive organisational design, strategy, products and services;
 - 14.1.6 continuously improve the manner in which services are provided;
 - 14.1.7 develop and value people's capability and release their skills, resourcefulness and creativity to change and improve the organisation;
 - 14.1.8 develop agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning;
 - 14.1.9 improve performance through the use of data, information

-
- 14.1.10 and knowledge to understand variability and to improve strategic and operational decision making;
 - 14.1.11 behave in an ethically, socially and environmentally responsible manner; and
 - 14.1.12 focus on sustainable results, values and outcomes
- 14.2 Opportunities for improvement will arise for a number of reasons, which may include but are not restricted to:
- 14.2.1 Staff feedback;
 - 14.2.2 Citizen feedback;
 - 14.2.3 Management feedback;
 - 14.2.4 Corporate Plans;
 - 14.2.5 Business Plans;
 - 14.2.6 Outcomes of Audits; and
 - 14.2.7 Regulatory requirements.
- 14.3 The Parties commit themselves to an ongoing process of continuous improvement and see performance indicators and standards as a means of measuring what has been achieved and the need for any further improvements. The primary role of performance indicators is to assist in the attainment of corporate goals in the interest of the customers, staff and Council in improving the quality of service
- 14.4 Continuous improvement is a long term commitment which requires a significant investment in staff training. Council intends that continuous improvement will become part of how the organisation operates.

15. APPOINTMENT AND PROBATION

- 15.1 All employees shall be on probation for a term of six (6) months from initial engagement with the employer.
- 15.2 At the conclusion of the term of six (6) months, and whenever necessary prior to that time, the performance of the said employee shall be assessed.
- 15.3 In light of the assessment, the probationary period of the employee on probation may be extended for a further term of six (6) months and the employee shall be provided with a written copy of the assessment.

- 15.4 Should the probationary period be extended beyond the initial six (6) months probationary period, regular monthly assessments shall be made.
- 15.5 In the event of an adverse assessment being made, an employee shall be entitled to reasonable counselling and training, the nature of which is at the discretion of employer.

16. CASUAL EMPLOYMENT

- 16.1 An employee engaged for a period of 800 hours or less in any year (measured from the anniversary date of the employee's commencement of employment) may be engaged as a casual on an hourly contract of employment and such employee shall be entitled to be paid a loading of 20%, in addition to the appropriate ordinary time hourly rate prescribed under the Agreement for the normal duties involved.
- 16.2 The 20% loading compensates the casual employee for the non-applicability of leave entitlements (other than long service leave, where applicable and where otherwise specified in this Agreement) and payment for Public Holidays not worked.
- 16.3 An employee, employed for more than 800 hours in a year, shall be engaged as a part-time or full-time employee, unless the employer and the employee otherwise agree. The employer and employee shall sign a written copy of any such mutual agreement.

17. USE OF CASUAL EMPLOYEES

- 17.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours;
- 17.2 Additional hours that become available shall be offered to permanent part-time employees with relevant skills where possible before being offered as casual employment;
- 17.3 The provisions of the following clauses do not apply to casual employees:
- 17.3.1 Employment Security – clause 13;
 - 17.3.2 Career Development– clause 36;
 - 17.3.3 Annual Leave – clause 43;
 - 17.3.4 Personal Leave –clause 49

18. FIXED TERM EMPLOYMENT

- 18.1 Council may offer fixed term employment contracts on grounds including the following:

- 18.1.1 for a specific project of defined duration;
 - 18.1.2 for a position which is funded by an external body;
 - 18.1.3 to replace an employee who is on extended leave greater than three (3) months; or
 - 18.1.4 where it is considered by Council that the long term requirements for a position are uncertain, due to financial considerations or impending legislative change.
- 18.2 A fixed term employment contract offered by the employer will contain the following terms and conditions:
- 18.2.1 the term of the contract shall be for no less than three (3) months and for no greater than five (5) years duration (When a fixed term contract is to be extended past the initial expiry date the minimum 3-month provision will not apply);
 - 18.2.2 the incumbent may terminate the contract by giving the employer the minimum notice required stated within the employment contract, or five (5) weeks, whichever is the greater;
 - 18.2.3 for contracts with a duration of two (2) years or greater, the employer shall give the incumbent not less than three (3) months notice of its intention not to renew the contract and
 - 18.2.4 where the employer decides to continue with the same position for a further fixed term, the incumbent shall be provided with the opportunity to replace the contract subject to having performed their duties satisfactorily in accordance with the job description and Council's performance management process. Where it is a requirement of the funding body to recall, withdraw or change any of the funding conditions, this does not mean that the employee will have an automatic right to renew the contract as the employer may decide to re-advertise the position.
- 18.3 Any replacement fixed term contract of employment will be limited to the duration expressed in the replacement. There is no guarantee to the replacement contract being of equivalent duration to the preceding contract.

19. PART TIME EMPLOYMENT/JOB SHARING

- 19.1 The employer and employees recognise there are significant advantages provided by part-time employment and job sharing.
- 19.2 All employees are entitled to apply to work on a part-time basis or job share a position.

- 19.3 Council will consider all applications on their merits, taking into account operational arrangements individual needs and practicalities.
- 19.4 No current permanent full-time employee will be forced to work in a part-time or job share position.
- 19.5 Where a part-time employee agrees, he/she may work up to 76 hours per fortnight week within the ordinary span of hours without attracting overtime (subject to 32 below).
- 19.6 Where a part-time employee is required to work outside of the ordinary span of hours the appropriate overtime rates will apply, subject to prior approval by Council and 32 below;
- 19.7 Subject to prior Council authorisation, all work performed in excess of 76 hours per fortnight is to be paid at the appropriate overtime rate and work performed out of the specified ordinary span of hours to attract the appropriate penalty, subject to clause 32 below;
- 19.8 The employee shall be given a minimum of eight (8) hours notice of Council's need for the working of additional hours. If the additional time falls on a day when the employee is working, the minimum additional time shall be one (1) hour or in case of a day when the employee is not working, a minimum of three (3) hours;

20. TERMINATION OF EMPLOYMENT

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

Period of continuous service	Period of notice
Less than 1 year	1 week
More than 1 year, but less than 3 years	2 weeks
More than 3 years, but less than 5 years	3 weeks
More than 5 years of completed service	4 weeks

- 20.2 In addition to the notice in clause 20.1, 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.
- 20.3 Payment in lieu of the prescribed notice in clause 20.1 and 20.2 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.

20.4 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:

20.4.1 the employee's ordinary hours of work (even if not standard hours);

20.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

20.4.3 any other amounts payable under the employee's contract of employment.

20.5 The period of notice in this clause does not apply:

20.5.1 In the case of dismissals for serious misconduct;

20.5.2 To apprentices;

20.5.3 To employees engaged for a specific period of time;

20.5.4 To employees engaged to perform a specific task or tasks;

20.5.5 To casual employees; or

20.5.6 To probationary employees.

21. NOTICE OF TERMINATION BY AN EMPLOYEE

21.1 Any employee, other than a casual employee, desiring to terminate their employment shall give to the employer two (2) weeks notice of their intention to do so, or in lieu thereof the employee shall forfeit two (2) weeks salary. Provided that, where the express provisions of an officer's employment provides for a longer period of notice, such provisions shall apply.

21.2 A casual employee desiring to terminate their employment shall give the employer at least one (1) day's notice of their intention to do so.

Section Four

RATES OF PAY AND RELATED MATTERS

22. CLASSIFICATION AND RATES OF PAY

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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 22.3 above.
- 22.5 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 the employee has been performing the duties on which the reclassification is based.

23. RECLASSIFICATION

- 23.1 Any written request for a reclassification shall be examined and determined by the Council within one (1) month of receipt of such application. The date of any reclassification shall take effect from the date the employee commenced the changed duties.
- 23.2 Any employee not satisfied with the determination of Council may access the dispute resolution/grievance procedure set out in this Agreement.

24. PAYMENT OF WAGES

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

25. HIGHER DUTIES

- 25.1 An employee directed by Council to perform duties of a higher value shall be reimbursed in accordance with this Agreement. The parties recognise that the classification (and the salary) of an employee performing higher duties is based upon the proper classification for the work performed and this may not

necessarily be the classification attributed to the normal incumbent of the position.

25.2 Where an employee does not perform substantially all of the duties of the position, a salary rate commensurate with the value of the duties he or she is so directed to perform shall be paid in accordance with this Agreement.

25.3 An employee must work at higher duties for a three (3) day qualifying period in any one (1) fortnight to be eligible to receive payment for higher duties.

25.4 Higher duties will only be paid to an employee when the normal incumbent is on annual, long service or sick leave.

26. **FIRST AID CERTIFICATION**

26.1 Where an employee does not hold a first aid certificate but is required to obtain a certificate, all reasonable costs associated with obtaining such a certificate shall be borne by the employer.

27. **TRAVELLING EXPENSES**

All authorised travelling expenses incurred by any employee in the course of his/her official duty shall be paid by the employer.

28. **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 the installation, rental and all business calls.

Section Five

WORK PRACTICES – HOURS OF WORK, SHIFT WORK, OVERTIME AND MEAL BREAKS

29. IMPROVED SERVICE DELIVERY

- 29.1 Council's Corporate approach is that Council must not only be seen to operate efficiently and effectively, but it must also do so.
- 29.2 Council's major focus will be to demonstrate to its community that it provides value for money and that it is achieving the best possible outcomes for them. All work sections will work towards this goal through their continuous improvement strategies.
- 29.3 Where it is considered that a service requires review, a clear inclusive review process will be followed in accordance with Council's procedures and guidelines. Any recommended changes to the service and/or its mode of delivery, that may have a significant impact on employees, will be consulted in accordance with the "Consultation" and "Significant Impact" definitions within this Agreement.

30. LOCAL WORK AREA AGREEMENTS

- 30.1 It is agreed that LWAA's between Council and an employee(s) may be negotiated and implemented during the life of this Agreement;
- 30.2 LWAA's are work group specific and document work practices and requirements, which are specific to that group (a group may also consist of one employee). LWAA's may be negotiated around the following topics:
 - 30.2.1 hours of work;
 - 30.2.2 work locations;
 - 30.2.3 job functions; and
 - 30.2.4 work practices and processes, allowances, rates, trade-offs and tea breaks;

31. HOURS OF WORK

- 31.1 It is agreed in principle that the business needs of the Council should determine its hours of operation, rather than the traditional approach of regulated hours of operation determining the delivery of service. Council's operating hours for the purpose of this clause shall be governed by:
 - 31.1.1 Council's business needs;
 - 31.1.2 the business needs of the work area;
 - 31.1.3 internal and external customer service requirements and needs;
 - 31.1.4 inter-relationships (dependency, impact, service) of the work area with other parts of the organisation; and

- 31.1.5 parameters further defined in this clause.
- 31.2 “Work area” shall mean an organisation work unit eg: Department, Branch, Section, Sub-Section, Group, Team or Individual;
- 31.3 The ordinary span of Council hours shall be 5.00 am to 12 midnight, Monday to Sunday inclusive, of Public Holidays;
- 31.4 A standard day for the purposes of calculating all leave entitlements and payment for Public Holidays is 7.6 hours per day, pro-rata for part-time employees, such pro-rata hours per day deemed to be an average over a fortnightly period;
- 31.5 Employees, other than those who perform work pursuant to an individual salary packaged arrangement, will be required to work an average of 38 hours per week.
- 31.6 Employees who perform work pursuant to an individual salary packaged arrangement may be required to work an average of 44 hours per week. The parties agree that the six (6) additional hours will be considered “reasonable additional hours” for the purposes of the Act. The parties further agree that no additional remuneration, in the form of TOIL or overtime, is payable for reasonable additional hours worked due to the provision of housing and utility trade offs in the individual salary packages. Council in making such a request will always take into account the personal needs of the individual employee.
- 31.7 Each employee will record their daily working hours on a Council approved attendance record and submit this to Council’s Administrator, or his or her nominee, for endorsement at the end of each two (2) week period. The endorsed attendance record is to be forwarded to the Payroll Section at least on a two (2) weekly cycle to facilitate payroll processing;
- 31.8 Staff working on weekends and Public Holidays require the prior formal consent of Council to do so and will be remunerated in accordance with Clause 32 (Penalty Rates on Ordinary Time), Clause 33 (Overtime) or Clause 34 (Flexible Working Time) of this Agreement as the case may be.

32. PENALTY RATES ON ORDINARY TIME

- 32.1 Employees who, as part of their ordinary hours of duty may be required to perform work outside of their normal span of hours and/or on a Saturday, Sunday or Public holiday shall be paid an additional amount at the rate of time and a half when the relevant time worked exceeds 20% in any fortnightly time period.
- 32.2 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.

32.3 These provisions do not apply to those employees on individual salary package arrangements pursuant to clause 58.

33. **OVERTIME**

33.1 Employees who as part of their hours of duty are required to perform work outside of their normal span of hours and/or on a Saturday, Sunday or Public Holiday shall be paid an additional amount at the rate of time and a half when the relevant time worked exceeds 20% in any fortnightly time period.

33.2 The employer and the employee 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. Such an agreement shall be entered into by mutual agreement and recorded in writing

33.3 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.

33.4 These provisions do not apply to those employees on individual salary package arrangements pursuant to clause 58.

34. **FLEXIBLE WORKING TIME: TIME OFF IN LIEU (TOIL) SYSTEM AND PAYMENT FOR OVERTIME**

34.1 **TOIL System**

34.1.1 Council supports the provision of a flexible working environment for all of its employees to meet its unique location, structural environment and resourcing. For this reason, Council supports a continuation of its existing TOIL system, subject to 34.2.1 below, and the agreed conditions, which are as follows:

34.1.1.1 TOIL is not overtime (refer 34.2 below);

34.1.1.2 TOIL cannot be taken in a manner that impairs the delivery of Council services to its internal or external customers;

34.1.1.3 TOIL is to be accrued and taken on an hour for hour basis;

34.1.1.4 TOIL may only accrue by prior agreement between Council and the employee;

34.1.1.5 employees may take accrued TOIL only by prior agreement between Council and the employee;

34.1.1.6 TOIL is to be paid at the employee's normal rate of pay;

34.1.1.7 employees may accrue a maximum of 40 hours of TOIL at any one time, unless otherwise agreed to in writing by Council;

- 34.1.1.8 where a written agreement referred to in 34.1.1.7 is not agreed and created, if an employee accrues TOIL in excess of 40 hours, that excess accrued TOIL is forfeited;
- 34.1.1.9 TOIL arrangements shall be applicable to part-time positions as per clauses 34.1.1.7 and 34.1.1.8 but with accrual determined on a pro-rata basis ;
- 34.1.1.10 TOIL will be recorded by each employee as directed by Council;
- 34.1.1.11 with the prior agreement of Council, employees may use the TOIL system to work out of ordinary hours on various works, as required from time to time, and on Council supported community committees;
- 34.1.1.12 at the employee’s choice, payment in lieu of taking accrued TOIL may be made at normal rates of pay up to a maximum of 40 hours per annum.
- 34.1.1.13 The TOIL system is applied to individual employees as follows:
 - (a) For those employees on individual salary packaged arrangements pursuant to Clause 58 of this Agreement, TOIL may be accrued for all hours worked in excess of 88 hours per fortnight.
 - (b) For all other employees, TOIL may be accrued for all hours worked in excess of 76 hours per fortnight, pro-rata for part-time employees

34.2 Payment for Overtime

- 34.2.1 The working of overtime is distinct from TOIL. All overtime must be authorised in writing by Council prior to the overtime being worked. When overtime is to be paid with the appropriate approval, all hours worked in excess of the 20% fortnightly limits set under clauses 32 and 33 will be paid at time and a half. All other time will be at single rates of pay.

35. REST PERIOD AFTER OVERTIME

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 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.

Section Six

EMPLOYEE DEVELOPMENT

36. CAREER DEVELOPMENT

36.1 Improvements in productivity and efficiency ultimately rely on the work performance of individual employees and competent management practices within the Council. Unless all employees work to their maximum potential, improvements in productivity will be limited and therefore have a detrimental impact on this and future agreements. It is agreed that all staff will assess their own work performance in conjunction with their Manager through regular performance appraisals. The parties agree that the emphasis of the employee development program will be to:

36.1.1 Create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance

36.1.2 Provide regular two-way feedback regarding work performance;

36.1.3 Build more open and effective relationships between staff, managers and colleagues;

36.1.4 Improve existing work procedures and provide an opportunity for employee input into the Council's operation

36.1.5 Discuss training and career development needs of the employee.

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

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

36.2.1 Study Assistance to pursue qualifications at TAFE or University

36.2.2 Secondment to another position within Roxby Downs Council

36.2.3 Career development opportunities. These may include 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.

36.2.4 Performance and Development Reviews can be used for the development of long-term career goals (3-5 years) that the employee wishes to work toward.

37. SECONDMENT

37.1 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:

- 37.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded.
- 37.1.2 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.
- 37.1.3 A secondee shall be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

38. PROFESSIONAL / DEVELOPMENT LEAVE

- 38.1.1 Employees who make written application to Council may be granted (by the Council and at its sole discretion) up to one (1) year's leave without pay to undertake a course of study or to take up a professional or vocational development placement subject to the employee having at least five (5) years continuous service at the time of commencing the leave;
- 38.1.2 Council, at its sole discretion, will consider all applications on their merits, taking into account operational arrangements and practicalities, and the demonstrated long term tangible benefits to Council;
- 38.1.3 Absence on professional development leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose defined in this Agreement;
- 38.1.4 An employee on professional development leave for up to three (3) months is entitled to return to the position they held immediately before proceeding on professional development leave;
- 38.1.5 An employee, upon returning to work after professional development leave of more than three (3) months duration, shall be entitled to a position within Council and at the same classification level;
- 38.1.6 An employee on professional development leave may terminate their employment at any time during the period of leave by written notice given in accordance with this Agreement;
- 38.1.7 Professional development leave shall not be taken 'back to back';
- 38.1.8 An employee must have completed a reasonable period of service between periods of professional development leave, to be authorised by Council. This will be influenced by the length of approved leave previously taken;

38.2 Study Assistance

- 38.2.1 It is agreed that the Council has a role in encouraging and supporting employees to undertake study programs in accordance with current procedures and relevant to their current and /or likely future career responsibilities. Study assistance will be at the discretion of Council on a case-by-case basis.

38.3 Training

- 38.3.1 It is recognised that the active participation in planning sessions and training and personal/professional development programs by employees has the potential to lead to a multi-skilled workforce which will give benefits to Council in improved productivity as well as providing improved career prospects for employees. As such, Council has a commitment to the on-going training of its employees;
- 38.3.2 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programs;
- 38.3.3 It is recognised that planning sessions and personal/professional development training programs, particularly those including whole work groups, can be disruptive to the efficient operation of Council. As a means of enabling greater flexibility in the provision of planning/training activities, Council may require employees to attend selected activities conducted on weekday evenings (excluding Public Holidays) between the hours of 6.00 pm and 11.00 pm., or on Saturdays between the hours of 8.00 am and 5.00 pm. Training shall not be compulsorily conducted on a Saturday forming part of a weekend adjacent to a Public Holiday;

Wherever possible a minimum period of one (1) week's notice will be provided prior to any planning/training activity being conducted during the times set out above. Where possible, more than one opportunity to attend an activity will be provided. An employee may be required to attend up to a maximum of 38 hours spread over a maximum of five (5) sessions;

- 38.3.5 Time spent on planning/training activities conducted during the times set out in 38.3.3 above shall, at the sole discretion of the Council, either be paid at the ordinary rate or taken as time off in lieu of payment at ordinary time or credited to an employee's TOIL record at the ordinary rate (subject to 33.1 above). All travelling time for the attendance of approved training courses, together with meetings and seminars directly associated with Council, are to be included as part of a standard working day up to a maximum of 10 hours. Time in excess of 10 hours each day is to be undertaken in the employee's own time;

- 38.3.6 No other payments or penalties will apply with the exception of either the provision of a meal by Council or payment of the appropriate meal allowance together with the meeting of all costs associated with the training (including all reasonable travel and accommodation costs, as applicable);
- 38.3.7 All TOIL accumulated in this manner must be fully taken within three (3) months of the training program;
- 38.3.8 Council may, at its sole discretion, provide child care or reimburse what it determines to be reasonable child care expenses incurred for employees with family responsibilities who would be unable to attend such training without child care arrangements;
- 38.3.9 Assistance with special family circumstances will be considered by Council on an individual basis prior to training taking place. In each instance the situation is to be prior discussed with Council;
- 38.3.10 No employee shall be required to participate in a planning/training activity, which in addition to their normal duties would require them to attend work in excess of 12 hours in any one day;
- 38.3.11 Unless otherwise mutually agreed, training that relates to the occupational health, safety and welfare of employees will be conducted during the normal working hours described in this Agreement;
- 38.3.12 No employee shall be disadvantaged by the operation of this clause in their access to training programs provided by Council;
- 38.3.13 No part time employee will be disadvantaged in relation to training opportunities;
- 38.3.14 Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the employees own time on a voluntary basis.

38.4 Professional Development

Council, at its sole discretion, will only reimburse what it considers to be all reasonable costs of professional development, subject to the following:

- 38.4.1 the professional development must have a reasonable linkage to the delivery of enhanced sustainable outcomes for Council;
- 38.4.2 the professional development must be fully and successfully completed;
- 38.4.3 the professional development must be prior authorised in writing by Council;

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- 38.4.4 study leave will only be granted for the actual day of the examination;
 - 38.4.5 the use of Council resources must be prior authorised in writing by the Council.

39. EMPLOYEE ASSISTANCE PROGRAM

As part of the commitment to the provision of a safe, healthy and harmonious working environment, Council will provide to employees at the request of and at no cost to the employee, reasonable access to professional, independent and confidential counselling services

40. STAFF DEVELOPMENT AND APPRAISAL SYSTEM

The Staff Development and Appraisal System shall be implemented during the life of the Agreement.

Section Seven

EMPLOYEE WELFARE & LEAVE ENTITLEMENTS

41. **EQUITY & DIVERSITY**

41.1 The employer and employees are committed to Equity & Diversity principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with the Agreement shall comply with the South Australian *Equal Opportunity Act 1984*;

42. **WORKPLACE HEALTH & SAFETY**

42.1 The employer and employees recognise the importance of an effective occupational health & safety program in providing a safe work environment for all employees. It is further recognised that improved work health & safety will ultimately increase productivity throughout the Council by reducing the number of incidents/accidents, and therefore, lost time;

42.2 The employer and employees will strive to continually improve work-health, safety and welfare performance in accordance with the WorkCover Exempt Employee Standards and to achieve optimal Workers Compensation bonuses;

42.3 The necessity to fulfil the obligations outlined in the *Work Health and Safety Act 2012 (SA)* are recognised, and the employer and employees are committed to ongoing training in this vital area;

42.4 In any alteration to work practices, work health and safety will be of prime importance;

42.5 Council is committed to providing ongoing training to at least three Council nominated employees in First Aid to Senior Certificate Level.

43. **ANNUAL LEAVE**

43.1 Full-time employees shall be entitled to four (4) weeks annual leave per year, exclusive of Public Holidays, such leave to be paid for at the employee's normal weekly salary. Employees will accrue annual leave at a rate of 1.67 days for each completed four (4) week period of service with Council, to a total of 20 days per year. Part-time employees will accrue annual leave, to a maximum of four (4) weeks, on a pro rata basis.

43.2 Annual leave is cumulative and payable upon termination of employment.

43.3 The parties agree that annual leave shall be given and taken at a time mutually convenient to the employer and employee concerned within a period not exceeding 12 months from the date when the right to such leave accrued.

43.4 If, before the completion of any period of 12 months continuous service, the employment of any employee is terminated for any reason other than serious misconduct, 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).

- 43.5 The parties agree that annual leave to which an employee is entitled shall be taken within 12 months after the right to leave has accrued, provided that the employer may approve of such leave or any part thereof being deferred and taken within the following 12 months.
- 43.6 Notwithstanding the provisions of clause 43.1 hereof, the employer may allow annual leave to an employee before the right thereto is due. But where leave is taken in such a case, further periods of annual leave shall not commence to accrue until after the expiration of the 12 months in respect of which the annual leave had been taken before it accrued.
- 43.7 Where leave has been granted to an employee pursuant to clause 43.6 before the right thereto is due, and the employee subsequently leaves or is discharged from the service of the employer before completing the 12 months continuous service in respect of which the leave was granted, the employer may, for each completed week or fortnight according to the pay period of the employee concerned, of the qualifying period of 12 months not serviced by the employee, deduct from whatever remuneration is payable upon the termination of the employment the appropriate fraction of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 53 (Public Holidays) of this Agreement.
- 43.8 A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this clause, in such periods and manner as specified in this Agreement, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

44. ANNUAL LEAVE LOADING

For all employees entitled to accrue annual leave, annual leave loading will be calculated and paid at 17.5% of the ordinary pay;

- 44.2 The amount of loading paid will represent 17.5% of four (4) weeks salary or wage of the employee's substantive classification;
- 44.3 Annual leave loading shall be calculated at the rate of pay of an employee engaged on long term higher duty or long term contract for a total period of six (6) months or more (in the preceding 12-month period).
- 44.4 Annual leave loading shall only apply when employees take leave whilst employed with Council. That is, annual leave loading will not be paid out upon termination of employment.

45. COMPASSIONATE LEAVE

- 45.1 Employees shall be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding two (2) ordinary days work:
- 45.1.1 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; and/or
 - 45.1.2 upon the death of an immediate family or household member.
- 45.2 Proof of such illness/injury or death shall be furnished by the employee to the satisfaction of the employer, if so requested.
- 45.3 This clause shall have no operation while the period of entitlement to leave under it coincides with any other period of leave.

46. LONG SERVICE LEAVE

- 46.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA) and this Agreement;
- 46.2 During the life of the Agreement, existing long service leave entitlements will be examined and consideration given to methods of reducing outstanding leave entitlements and ensuring that future leave is taken as it falls due;
- 46.3 Long service leave accrued in the first 10 years of service should be fully taken by the completion of the 13th year of service;
- 46.4 Accumulated long service leave (e.g. 11-20 years service) should be fully taken within three (3) years of the next 10 years service anniversary;
- 46.5 Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) years service in periods of at least two (2) weeks;
- 46.6 An employee may take Long Service Leave pursuant to this clause after seven (7) years continuous service in the following manner:
- 46.6.1 half pay, thus doubling the period of leave taken;
 - 46.6.2 double pay, thus halving the period of leave taken;
 - 46.6.3 'cashing out' all or part of their accrued leave;
 - 46.6.4 taking the leave as normal.

47. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

47.1 Definitions

- 47.1.1 For the purpose of this clause **child** includes a child of the employee under school age, except for adoption of a child where “child” means a person under school age who is placed with the employee for the purposes of adoption, other than 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 (6) months or more.
- 47.1.2 For the purpose of this clause **employee** means full-time , part-time and eligible casual employees, but do not apply to other casual employees.
- 47.1.3 An **eligible casual employee** means a casual employee:
- (i) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months but who is not a casual employee; and
 - (ii) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

47.2 Basic Entitlement

- 47.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 47.2.2 Parental leave is to be available to only one (1) parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- (i) for maternity and paternity leave, an unbroken period of one (1) week at the time of the birth of the child;
 - (ii) for adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

47.3 Maternity Leave

- 47.3.1 An employee will provide to the Council at least 10 weeks in advance of the expected date of commencement of parental leave:

- (i) a certificate from a registered medical practitioner confirming the pregnancy and the expected date of confinement;
 - (ii) written notification of the date on which she proposes to commence maternity leave, and the period of leave to be taken; and
 - (iii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 47.3.2 Subject to subclause 47.3.1 above, and unless agreed otherwise between the Council and the employee, an employee must commence parental leave within six (6) weeks immediately prior to the expected date of the birth.
- 47.3.3 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 Council must require the employee to provide a medical certificate stating that she is fit to return to her normal duties.
- 47.3.4 Where the pregnancy of an employee terminates after 28 weeks and the employee has not commenced maternity leave, the employee may take unpaid special maternity leave of such period as a registered medical practitioner certifies as necessary, except that where an employee is suffering from an illness not related to the direct consequences of the birth, an employee shall be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.
- 47.3.5 Where leave is granted under clause 47.2, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee.

47.4 **Paternity Leave**

An employee will provide to the employer at least 10 weeks prior to each proposed period of paternity leave with:

- 47.4.1 a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 47.4.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 47.4.3 a statutory declaration stating:

- (i) he will take that period of paternity leave to become the primary care-giver of a child;
- (ii) particulars of any period of maternity leave sought or taken by his spouse; and
- (iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

47.4.4 An employee may take paternity leave without giving 10 weeks notice if:

- (i) the birth of the child occurs earlier than expected; or
- (ii) the mother of the child dies; or
- (iii) other compelling circumstances arise.

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

47.5 Adoption Leave

47.5.1 The employee will notify the Council at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

47.5.2 Before commencing adoption leave, an employee will provide the Council with a statutory declaration stating:

- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

47.5.3 Council may require an employee provide confirmation from the appropriate government authority of the placement.

47.5.4 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the Council immediately and the Council will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

47.6 **Variation of Period of Parental Leave**

Unless agreed otherwise between the Council and employee, an employee may alter the period of parental leave on one occasion. Any such change to be notified at least four (4) weeks prior to the commencement of the changed arrangements.

47.7 **Parental Leave and Other Entitlements**

47.7.1 An employee may in lieu of, or in conjunction with, parental leave, access other paid leave entitlement which they have accrued, such as annual leave or long service leave, subject to the total amount of leave not exceeding 52 weeks or a longer period.

47.7.2 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.

47.8 **Transfer to a Safe Job**

47.8.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

47.8.2 If the transfer to a safe job is not practicable, the employee may elect, or the Council may require the employee, to commence parental leave, for such period as is certified necessary by a registered medical practitioner.

47.9 **Statutory Paid Parental Leave (PPL) Scheme**

47.9.1 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;

47.9.2 In order to efficiently administer paid parental leave entitlements to eligible staff paid maternity or adoption entitlements as specified under clause 47.2 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 date of birth, whichever occurs first) or adoption leave

47.10 Resumption of Duty

- 47.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- 47.10.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 47.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 47.10.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 47.10.4 Council must not fail to re-engage a casual employee because:
- (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.
- 47.10.5 The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

47.11 Replacement Employees

- 47.11.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 47.11.2 A replacement employee will be informed of the temporary nature of the employment and of the rights of the employee who is being replaced.

47.12 Part-Time Work

47.12.1 *Entitlement – with the agreement of the employer:*

- (i) A male employee may work part-time in one or more periods of any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child under the second anniversary of the placement.
- (ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

- (ii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

47.12.2 *Return to former position*

- (i) An employee who has had at least 12 months continuous service with Council immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (ii) Nothing in subclause 47.12.2(i) above shall prevent the Council from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

47.12.3 *Effect Of Part-Time On Continuous Service*

- (i) Commencement on part-time work under this subclause and return from part-time work to full-time work under this subclause shall not break the continuity of service or employment.

47.12.4 *Pro-Rata Entitlements*

- (i) Subject to the provisions of this subclause and the matters agreed to in accordance with clause 47.12 hereof, part-time employment shall be in accordance with the provisions of this Agreement which shall apply pro-rata.

47.12.5 *Transitional Arrangements – Annual Leave*

- (i) An employee working part-time under this sub-clause shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this Agreement, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this sub-clause.
- (ii) Provided that, by agreement between the Council and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

47.12.6 *Transitional Arrangements – Sick Leave*

- (i) An employee working part-time under this sub-clause shall have sick leave entitlements which have accrued under this Agreement (including any entitlement accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

47.12.7 *Part-time Work Agreement*

- (i) Before commencing a period of part-time employment under this sub-clause the employee and the Council shall agree:
 - That the employee may work part-time;
 - Upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - Upon the classification applying to the work to be performed; and
 - Upon the period of part-time employment.
- (ii) The terms of this Agreement may be varied by consent.
- (iii) The terms of this Agreement or any variation to it shall be recorded in writing and retained by the employer. A copy of the Agreement and any variation to it shall be provided to the employee by the Council.
- (iv) The terms of this Agreement shall apply to the part-time employment.

47.12.8 *Termination Of Employment*

- (i) The employment of a part-time employee under this sub-clause may be terminated in accordance with the provisions of this Agreement, but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this sub-clause or has enjoyed or proposes to enjoy any benefits arising under this sub-clause.
- (ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this sub-clause, or while working full-time after transferring from part-time work under this sub-clause, shall be calculated by

reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro-rata basis.

47.12.9 *Extension Of Hours Of Work*

- (i) Council may request, but not require, an employee working part-time under this sub-clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with clause 47.12.7.

47.12.10 *Nature Of Part-Time Work*

- (i) 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.

47.12.11 *Replacement Employees*

- (i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this sub-clause.
- (ii) A replacement employee may be employed part-time. Subject to 47.12.11(i), sub-clauses 47.12.3, 47.12.4, 47.12.5, 47.12.6, 47.12.7, 47.12.8 hereof shall apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under 47.12.11(i) hereof, the Council shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (iv) Nothing in this sub-clause shall be construed as requiring the Council to engage a replacement employee.

48. PAID MATERNITY AND ADOPTION LEAVE

This clause shall be read in conjunction with clause 44 of this Agreement.

48.1 Paid Maternity Leave

- 48.1.1 An employee, who produces to the Council a certificate of a legally qualified medical practitioner stating that she is pregnant and specifying the expected date of delivery, shall be granted maternity leave on full pay for a period of 12 weeks, provided that:

- 48.1.1.1 In the first instance she shall have a minimum total of 12 months continuous service at the time of taking the leave;
- 48.1.1.2 The period of 12 weeks' leave will be paid in two parts each of six (6) weeks duration. Pay component one shall commence six (6) weeks prior to the expected date of delivery or from the actual date on which the employee first proceeded on paid maternity leave - if the birth occurs more than 6 weeks prior to the expected date of delivery, the first paid period of leave shall commence from the actual date on which the employee first proceeded on paid maternity leave. Pay component two (of 6 weeks) shall be applicable upon the employee's return to work. This will effectively double her gross pay for that period
- 48.1.1.3 At the employees request payments may be made in fortnightly instalments;
- 48.1.1.4 Any public or other statutory holiday which may fall within the period of 12 weeks' paid maternity leave shall be counted as a day of such maternity leave;
- 48.1.1.5 Absence from work during the first section of paid maternity leave shall count as service for sick leave, annual leave and long service leave purposes;
- 48.1.1.6 Where the pregnancy of an employee terminates earlier than 20 weeks prior to the expected date of delivery, her entitlement to any leave under this clause shall cease;
- 48.1.1.7 When an employee requests to return to work on a part-time basis or on reduced hours after maternity leave, the second component of pay will be calculated to reflect the agreed part-time hours;
- 48.1.1.8 In extenuating circumstances Council will consider the application of this section in full or part to male employees where it can be satisfied that the employee is the primary care giver.

48.2 Adoption Leave

- 48.2.1 An employee who submits evidence to the satisfaction of the Council that they are an approved applicant for the adoption of a child and will be the primary care-giver, shall be entitled to leave with pay for a continuous period of six (6) weeks, commencing from the date of placement of the child with the employee, subject to the employee having three years continuous service with the Council;

48.2.2 In extenuating circumstances (eg overseas adoption) Management will consider application of this section in full or part to employees who have a shared care giver responsibility.

48.3 An employee's entitlement to paid maternity and/or adoption leave is taken to be included in the basic parental entitlement set out in clause 47.2

For example, where the employee is eligible for and elects to take six (6) weeks' paid maternity leave, the basic entitlement to unpaid parental leave is 46 weeks. Thus, total leave taken is 52 weeks.

49. **PERSONAL LEAVE (SICK & CARER'S)**

49.1 **Sick Leave**

49.1.1 The employer and employees agree to continue to research and report on innovative or successful workplace practices that have the effect of reducing sick leave use.

49.1.2 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 two (2) weeks per annum. Any sick leave not taken shall accumulate from year to year, but accrued sick leave is not payable upon termination.

49.1.3 A full-time employee's sick leave entitlement shall accrue on the basis of 6.33 hours for each completed four (4) week period of service, to a total of 10 days per year. A part-time employee shall accrue, to a maximum of two (2) weeks per year, on a pro-rata basis.

49.1.4 Subject to 49.1.5 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 signed by a registered health practitioner, 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.

49.1.5 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 day off, or where (both) the days preceding and following a weekend are taken off duty, satisfactory medical evidence shall be submitted by the employee concerned, if required by the employer.

49.1.6 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 signed by a registered health practitioner or other reasonable

evidence (i.e. statutory declaration sworn by the employee) 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.

49.1.7 In accordance with the provisions of Section 106 of the *Local Government Act 1999* (SA), Council will ensure that an employee's sick leave shall be portable from Council to Council.

49.2 Carer's leave

49.2.1 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 subclause, any sick leave entitlement for absences to provide care and support for such persons when they are ill or injured.

49.2.2 The employee shall establish, by production of a medical certificate signed by a registered health practitioner or statutory declaration sworn by the employee, the illness or injury of the person concerned and the need for the employee to provide care or support to that person.

49.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:

49.2.3.1 the employee being responsible for the care of the person concerned; and

49.2.3.2 the person concerned being the employee's immediate family or household member:

49.2.3.3 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.

49.2.4 The parties recognise that the Act caps paid carer's leave at 10 days per year, regardless of the amount of sick leave accrued by an employee. 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.

49.3 Unpaid carer's leave

49.3.1 All employees, including casual employees, will be entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care and support because of:

49.3.1.1 a personal illness or injury of the member; or

49.3.1.2 an unexpected emergency affecting that member.

49.3.2 An employee is entitled to unpaid carer's leave only if the employee complies with the following requirements:

49.3.2.1 the employee must notify the employer of their intended absence as soon as is practically possible, but no later than 24 hours after the absence has commenced; and

49.3.2.2 the employee must provide the employer with documentary evidence in the form of a medical certificate signed by a registered health practitioner, or statutory declaration sworn by the employee, which identifies the name of the person who requires care and support and the relationship of the employee to that person.

49.3.3 An employee's entitlement to unpaid carer's leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and carer's leave.

49.4 Emergency Personal Leave

49.4.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.

49.4.2 In addition to the provision of flexible working hours as outlined in this Agreement, Council will allow the use of available personal leave as emergency personal leave.

49.4.3 Emergency personal leave is ordinarily to be utilised where the absence is unplanned, short term (a day or less) and requires the employee's personal urgent attention. This may include but is not limited to caring for family members and/or members of the same household, home or personal property emergencies. Such leave shall be taken in amounts of not less than one (1) hour.

49.4.4 Notification requirements are the same as those that apply to sick leave as outlined in this Agreement.

50. LONG-TERM CARER'S LEAVE

- 50.1 Employees who make application may be granted by the Council up to two (2) years leave without pay to care for an immediate family member subject to the following conditions:
- 50.2 The employee shall have at least five (5) years continuous service at the time of taking the leave;
- 50.3 The employee must be the primary care-giver for the person concerned;
- 50.4 The 'person concerned' must be a member of the employee's immediate family or household;
- 50.5 The employee shall, in their application, give the employer the name of the person requiring care and their relationship to the employee, their reasons for taking such leave including the degree of dependency required and anticipated length of absence;
- 50.6 Employees may work on an intermittent basis for the Council while on carer's leave by mutual agreement. The rate of pay will be based on the classification of the position to which the employee is so engaged;
- 50.7 Absence on carer's leave shall not break the continuity of service of an employee but shall not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose;
- 50.8 An employee on carer's leave for up to three (3) months is entitled to the position which he or she held immediately before proceeding on carer's leave;
- 50.9 An employee, upon returning to work after carer's leave of more than three (3) months duration, shall be entitled to a position at the same classification;
- 50.10 Carer's leave may be extended but under no circumstances will the absence on carer's leave extend beyond two (2) years;
- 50.11 Carer's leave shall not be taken 'back to back' with professional development leave;
- 50.12 An employee on carer's leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

51. LEAVE ACCRUALS

All annual, personal, parental and long service leave entitlements as at the commencement of this Agreement shall be on the basis of a 7.6 hour working day pro-rata for part-time employees.

52. JURY SERVICE

- 52.1 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:
- 52.1.1 the employee notifies Council as soon as possible of the date(s) involved in jury service;
 - 52.1.2 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;
 - 52.1.3 the employee claims from the relevant court the full amount payable in respect of jury service and (excepting amounts reimbursed for travelling) repays such amounts in full to Council; and
 - 52.1.4 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.
- 52.2 Jury service shall count as service for all purposes of the Agreement.

53. PUBLIC HOLIDAYS

- 53.1 All employees shall be entitled to the South Australian gazetted Public Holidays without any deduction of pay:
- 53.2 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 seven (7) 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.

54. SICKNESS & ACCIDENT INSURANCE

- 54.1 The Council will fund the cost of an employee's personal sickness and accident insurance

Section Eight

SALARY AND SUPERANNUATION

55. SALARY PAYMENTS

55.1 The following salary increases will apply to employees during the life of this Agreement. Pay Rate Schedules are shown in Appendix 1

55.2 Stage 1

55.2.1 A 4% salary increase effective from the first full pay period on or after 5 July 2013

55.2.2 This increase is made in recognition of the following:

- (a) the commitment to modernising the award through the changed span of hours to cover the periods from 5am to 12 midnight 7 days per week
- (b) the commitment to modernising the award through the equalisation of overtime provisions across Council
- (c) the commitment by staff to model and uphold the behaviours consistent with the Business Excellence principle of Continuous Improvement across the organisation.
- (d) the commitment of all staff to contribute actively to implement three significant Continuous Improvement Projects focussed on productivity improvements. These Continuous Improvement Projects can either within their direct areas of work or across Council.
- (e) the commitment of all staff to actively explore opportunities for the reduction of energy and water consumption in all areas of Council's operations in line with the Council's agreed policies and targets and to provide lead in sound environmental practice generally.
- (f) the commitment to achieve a 2% reduction in operational costs.

55.3 Stage 2

55.3.1 A 4% salary increase effective from the first full pay period on or after 5 January 2015

55.3.2 This increase is made in recognition of the following:

- (a) the commitment to understanding and improving the whole system of Roxby Downs Council through the active participation of Business Excellence initiatives in each area of the Council's operations; and

- (b) the commitment of all staff to contribute actively to implement three significant Continuous Improvement Projects focussed on productivity improvements. These Continuous Improvement Projects can either within their direct areas of work or across Council
- (c) the commitment to achieve an additional 2% reduction in operational costs; with a focus on the reduction of waste and duplication in work practices.

55.4 Stage 3

55.4.1 A 4% salary increase effective from the first full pay period on or after 5 January 2016

- (a) This increase is made in recognition of the ongoing commitment to Business Excellence initiatives and the continuous improvement in the productivity of the Council's business systems and processes.
- (b) the commitment of all staff to contribute actively to implement three significant Continuous Improvement Projects focussed on productivity improvements. These Continuous Improvement Projects can either within their direct areas of work or across Council.
- (c) Commitment to maintain efforts to minimise waste and duplication across Council's operations

55.5 The position of Administrator shall be annually entitled to the higher of the increase(s) specified in 55.2, 55.3 and 55.4 above or that which is contained in (or as a result of) his or her employment contract.

55.6 Normal incremental progression based on years of service (STEPS) shall continue. The increases specified in 55.2, 55.3 and 55.4 above shall always apply to the applicable classification and step level.

56. SUPERANNUATION

56.1 The parties agree that all employees shall have their choice of superannuation funds. Statewide Super will remain as the default fund where employees do not advise an alternative superannuation fund for receipt of contributions

56.2 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 the choice form within an appropriate period, as determined by the employer, all contributions will be paid to Statewide Super

56.3 Employees may only change their choice of fund once every 12 months

57. SALARY SACRIFICE ARRANGEMENTS

- 57.1 Opportunities will be given to all employees to make additional contributions to superannuation through salary sacrifice but only to agreed limits.
- 57.2 Any contribution made by Council on behalf of the employee will represent a deemed contribution. A deemed contribution is made on behalf of the member and is paid from gross salary, thus effectively reducing the taxable salary of the employee.
- 57.3 The employer will bear the administration cost for this benefit. Any other costs will be met by or charged to the employee (for example Fringe Benefits Tax, if applicable).
- 57.4 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.
- 57.5 The employees gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave shall be pre-sacrificing salary.
- 57.6 The employee accepts that if they enter into a salary sacrifice arrangement pursuant to this clause, the employee's take home pay will be less than that provided for in this Agreement.

58. SALARY PACKAGING ARRANGEMENTS

- 58.1 Council, at its sole discretion, may enter into formal, individual annual salary packaging arrangements with employees.
- 58.2 Any such salary packaging arrangement entered into pursuant to this clause will be reviewed annually.
- 58.3 Salary package arrangements need not be standardised amongst employees either at the same or different classification level(s)
- 58.4 Acceptance of a salary packaged arrangement shall always be formalised as between Council and the employee.

Section Nine

MISCELLANEOUS

59. PAYMENT OF COUNCIL RATES AND UTILITIES

- 59.1 Employees who live within the Council area may elect to pay their Council rates by fortnightly instalments arranged through payroll deductions. Such an arrangement will be at the Council's discretion.
- 59.2 It is the employee's responsibility to fully meet their individual obligations in relation to payment of rates.
- 59.3 At Council's discretion, may also extend to the payment by payroll deductions of water and electricity charges.

60. HOUSING & UTILITIES ALLOWANCE

- 60.1 For the term of this Agreement, the Council will make contributions to all employees towards the cost of housing and utilities.
- 60.2 For those employees not on individual salary packaged arrangements pursuant to clause 58 a contribution of \$5,350 shall apply annually for the life of the agreement.
- 60.3 For those employees on individual salary packaged arrangements pursuant to clause 58 this allowance shall be the greater of their individual package or that outlined under clause 60.2

61. MILEAGE REIMBURSEMENT

- 61.1 Where a Council owned vehicle is not available for official Council usage and an employee utilises his or her own vehicle, the following shall apply:
 - 61.1.1 For year one of the agreement, mileage for localised total travel shall be reimbursed at the rate of 60 cents / km;
 - 61.1.2 For year one of the agreement, mileage for long distance travel shall be reimbursed at the rate of 40 cents / km;
 - 61.1.3 long distance travel shall be where the total travel is greater than 50km;
 - 61.1.4 long distance travel will only be reimbursed where at least 50% of the trip is for official Council business.

62. CORPORATE UNIFORM

- 62.1 Council supports the need to further promote the image of the Roxby Downs community by way of provision of a corporate uniform. In full consultation with all employees, Council will specify the desired attire and provide financial assistance on either a reimbursement basis or a direct Council payment basis (as applicable) as follows:

- 62.1.1 for employees required by Council to wear protective clothing on a daily basis – initial Council contribution of \$350 and annually (commencing in the second year) \$225;
- 62.1.2 for employees not required by Council to wear protective clothing – initial Council contribution of \$750 and annually (commencing in the second year) \$350;
- 62.1.3 all protective clothing for other purposes will be provided to employees (as applicable) at Council's expense.

62.2 Council will make application to the appropriate organisation to obtain approval by the Australian Taxation Office for Council's corporate uniform to be registered.

63. PROTECTIVE CLOTHING

- 63.1 Where the employer requires an employee to provide their own specific items of protective clothing, the employee shall be reimbursed reasonable expenses associated with the purchase and maintenance of each protective clothing.
- 63.2 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 Council.

64. CONTINUOUS SERVICE

64.1 Maintenance of Continuous Service

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

- 64.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- 64.1.2 absence of the employee from work, for any cause, by leave of the employer;
- 64.1.3 absence from work on account of illness, disease or injury;
- 64.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- 64.1.5 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);

-
- 64.1.6 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
- 64.1.7 transfer of the employment of an employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA).
- 64.2 Where an employee's continuity of service is preserved under this clause, 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:
- 64.2.1 to the extent that the employee receives or is entitled to receive pay for the period; or
- 64.2.2 where the absence results from a decision of the employer to stand down the employee without pay.

65. NO EXTRA CLAIMS

- 65.1 The signatories undertake that there shall be no further salary or wage increase sought on behalf of their members employed by the Council for the term of this Agreement, except where consistent with the terms of this Agreement.

Section Ten

APPENDICES

APPENDIX 1 – PAY RATE SCHEDULE

CLASS	CURRENT PAY RATE	FIRST INCREASE	SECOND INCREASE	THIRD INCREASE
		4.0%	4.0%	4.0%
Date		5-July-13	5-Jan-15	5-Jan-16
LEVEL 1A				
1	36,613	38,078	39,601	41,185
2	37,600	39,104	40,668	42,295
3	38,586	40,129	41,735	43,404
4	40,558	42,180	43,868	45,622
LEVEL 1				
1	41,662	43,328	45,062	46,864
2	42,600	44,304	46,076	47,919
3	43,913	45,670	47,496	49,396
4	45,320	47,133	49,018	50,979
5	46,728	48,597	50,541	52,563
6	48,134	50,059	52,062	54,144
LEVEL 2				
1	49,561	51,543	53,605	55,749
2	50,967	53,006	55,126	57,331
3	52,386	54,481	56,661	58,927
4	53,811	55,963	58,202	60,530
LEVEL 3				
1	55,232	57,441	59,739	62,128
2	56,658	58,924	61,281	63,733
3	58,081	60,404	62,820	65,333
4	59,507	61,887	64,363	66,937
LEVEL 4				
1	61,087	63,530	66,072	68,715
2	62,563	65,066	67,668	70,375
3	64,038	66,600	69,264	72,034
4	65,515	68,136	70,861	73,695
LEVEL 5				
1	66,989	69,669	72,455	75,354
2	68,464	71,203	74,051	77,013
3	69,940	72,738	75,647	78,673
LEVEL 6				
1	72,398	75,294	78,306	81,438
2	74,857	77,851	80,965	84,204
3	77,311	80,403	83,620	86,964
LEVEL 7				
1	79,729	82,918	86,235	89,684
2	82,216	85,505	88,925	92,482
3	84,754	88,144	91,670	95,337
LEVEL 8				
1	87,612	91,116	94,761	98,552
2	90,553	94,175	97,942	101,860
3	93,497	97,237	101,126	105,171

APPENDIX 2 – CLASSIFICATION

1. INTRODUCTION

- 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.
- 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 which 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.
- 1.3 Based on the information gathered, a job description should be prepared specifying the responsibilities, duties, skills, knowledge and/or experience required in the position.
- 1.4 After the job description is complete a systematic comparison with the classification criteria needs to be undertaken. This assessment is used to determine the appropriate classification of the position.
- 1.5 All officers are classified according to the General Officer structure.

2. CLASSIFICATION

- 2.1 To facilitate the ready and precise classification of all occupations, classification criteria have been developed describing the General Features, General Responsibilities, Specific Responsibilities and Skills Knowledge, Experience and Qualifications and/or Training. There are eight (8) distinctive levels within the structure.
- 2.2 When classifying a position, all aspects of the job must be considered against the total criteria of the classification level. The total responsibilities of the position must be compared with the total responsibilities of the level, rather than comparison with selected parts.
- 2.3 The job description should be tested against more than one level for appropriateness.

3. PROGRESSION THROUGH THE LEVELS

- 3.1 At the conclusion of each 12 month period following appointment to a classification an officer shall be eligible for incremental progression within each salary level (being a full continuation of the arrangement and process under the previous enterprise agreement) subject to the following:
 - 3.1.1 Where the Council adopts and implements a formal, structured performance appraisal scheme, progression from the first salary increment to the top

increment within a classification level shall be by annual incremental advancement subject to the officer having given “satisfactory service” for the period 12 months employment.

3.1.2 The appraisal scheme for the purpose of determining “satisfactory service” for progression should contain the following features:

- (a) the scheme is underpinned by principles which ensure equity and procedural fairness to employees;
- (b) foundation in a current and accurate job description;
- (c) individual training plans where through the application of the appraisal scheme the need for additional training becomes apparent;
- (d) appraisal will take place in sufficient time (at least six (6) months prior) to allow improved performance to qualify for an annual increment; and
- (e) any dispute over the appraisal and/or progression shall be dealt with in accordance with the dispute settlement procedure.

3.1.3 If the Council does not have a formal structured staff appraisal scheme, increments will occur automatically on an annual basis.

3.1.4 The implementation by Council of a formal, structured performance appraisal scheme shall be in full consultation with all employees of the Council.

3.1.5 Notwithstanding 3.1.1 and 3.1.2 above, progression to a higher classification shall not be unreasonably withheld by Council.

4. STUDY LEAVE FOR CLASSIFICATION PROGRESSION

4.1 The Council may approve an employee’s application for study leave (either wholly or in part) in order for the employee to obtain a qualification that is necessary to enable the employee to progress through the award classification structures.

4.2 Such leave shall require approval by the Council, whether paid or not, if taken during normal working hours.

APPENDIX 3 – CLASSIFICATION STRUCTURE

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 8									
ACTIVITIES / FUNCTIONS	Perform clearly defined routine activities in a support role in a childcare centre.	Perform a range of clearly defined routine activities of a support nature.	Perform a range of clearly defined routine activities or functions where routines, methods, standards and procedures are clearly defined.	Perform a range of activities/ function of a less clearly defined and routine nature, and could include: - operating within a specialised area; - operating as a member of a professional team.	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.
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Application of basic skills and techniques in a support role in a child care centre. Work outcomes will need to be closely monitored. Works under close direction with instruction and assistance always available.	Practical application of basic skills and techniques. Work outcomes are closely monitored, clearly defined and readily attainable. Works under close direction with instruction and assistance being readily available.	Application of acquired skills, knowledge and an understanding of work procedures relevant to the work area. Officers at this level could assist in establishing procedures for a minor function or works project. Work outcomes are monitored, clearly defined. Works under regular direction with assistance being readily available.	Application of procedures, methods and guidelines which are well established. May set outcome/ objectives for specific projects. Works under general direction with assistance available from senior officers.	Application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established. Required to set specific performance outcomes and further develop work methods where general work procedure is not defined. Work under general direction with assistance usually available.	Application of a high level of knowledge and skills and adheres to established work practices, however, officers may be required to exercise initiative and judgment where practices are not clearly defined. Required to set specific performance outcomes and further develop work methods. Work under general direction and exercise a degree of autonomy and professional judgment within prescribed areas	Application of high levels of knowledge and skills, and establishes procedures and work practices, etc. Sets outcomes for the work area of responsibility to achieve objectives of the department/council. Work under limited direction and exercise a degree of autonomy and may manage a work area with advice available on complex or unusual matters.	Application of high levels of knowledge and skills and establishes procedures which impact on activities undertaken/ outcomes achieved by council and/or activities undertaken by sections of the community. Set outcomes for the work area/section/ function. Work under limited direction with guidance not always readily available within the organisation.	Major portion of the work involves initiative in the development and implementation of techniques, work practices and procedures in all facets of the work area to achieve corporate goals. Identification of current/ future options and the development of strategies to achieve outcomes. Work under broad direction and formulate, implement, monitor and evaluate projects/ programs or control organisational elements.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 8									
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Works under direct supervision.	Works under direct supervision.	Works under regular supervision. Graduates receive instruction Community Services Graduates initially appointed to the top of this level work under direct supervision.	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.		with assistance available when required.			Undertake duties of an innovative, novel or critical nature.
INITIATIVE AND JUDGEMENT	Freedom to act is limited by standards and procedures.	Freedom to act is limited by standards and procedures, however experienced officers may have sufficient freedom to exercise judgment and initiative, in the performance of work.	Limited scope to exercise initiative and judgment within clearly established procedures and practices.	Scope for exercising initiative and judgment in the application of established work procedures. Officers may receive instruction on broader aspects of work.	Exercise initiative and judgment in applying established procedures governed by clear objective and/or budget constraints, including critical knowledge/skills where procedures are not clearly defined.	Exercise initiative and judgment 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.
PROBLEM SOLVING	Assistance available when problems occur.	Solutions to problems found in established procedures.	Solutions to problems may require the exercise of limited judgment, 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.	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 judgment.	Solution to complex problems requiring an analytical approach and a high proficiency in theoretical or scientific approaches which may be outside of the original field of specialisation.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 8									
PROVISION OF ADVICE / SUPPORT/ ASSISTANCE			May assist 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.	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 which 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.
TIME MANAGEMENT & ORGANISATIONAL SKILLS		Responsible for the timeliness of own work.	Managing time, planning and organising own work.	Managing and planning own work and that of subordinate staff and could include: - plan and coordinate activities in the work area; - responsibility for various activities in a specialised area of the works program; - a function within the work area.	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.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 2 – GENERAL RESPONSIBILITIES LEVELS 1A TO 8									
GENERAL RESPONSIBILITIES	*See a support role in a Child Care Centre	Officers at this level have responsibilities which will/may include: - supervision of other staff is not a feature at this level, however experienced officers may have a technical oversight of a minor works activity.	Officers at this level have responsibilities which will/may include: - performing tasks of a sensitive nature including the provision of more than routine information; - understanding of clear but complex rules; - oversight and/or guidance of the work of a limited number of lower classified officers; - provision of assistance to lower classified officers concerning established procedures.	Officers at this level have responsibilities which will/may include: - establishing goals, objectives and outcomes for their own particular work program; - undertaking some complex operation 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.	Officers at this level have responsibilities which will/may include: - duties of a specialised nature requiring the development of expertise over time or previous knowledge; - providing a reference, research and/or technical information service including the facility to understand and develop technologically based systems; - a substantial component of supervision or provide specialist expertise; - supervision of various functions within a work area or projects; - supervision of contractors.	Officers at this level have responsibilities which will/may include: - involvement in establishing section/ department programs and procedures; - responsibility for a moderately complex project; - a minor phase of a broader or more complex professional assignment; - specialist officer in discipline where decisions made rest with the officer with no reference to a senior officer; - control of projects and/or programs; - assisting in the preparation/prepare department or section budgets; - supervision of section or in the case of small council, a department; - supervision of contractors; - setting priorities and monitor workflows in areas of responsibility; - establish the most appropriate operational methods for section/ department; - setting outcomes for subordinate officers; - work may span more than one discipline.	Officers at this level have responsibilities which will/may include: - significant projects and/or functions; - a range of duties within the work area, including problem definition, planning and the exercise of judgment; - management of significant projects and/or works programs and/or functions; - assisting with/prepare budgets; - control and coordination of a work area within budgetary constraints; - supervision/ management responsibilities exercised within a multi-disciplinary, or major single function/operation or work area; - implementation of effective human resource management; - supervision of contractors; - managerial control, including providing analysis/interpretation for either a major single discipline or multi-discipline operation; - appreciation of the long term goals of council. Positions at this level may be identified by	Officers at this level have responsibilities which will/may include: - responsibility for a significant work area; - development of work practices and procedures for various projects; - development and implementation of significant operational procedures; - reviewing operations to determine effectiveness; - develop appropriate methodology and apply proven techniques in providing specialised services; - prepare budget submissions for senior officers and/or council; - management/ supervision of staff is normally a feature at this level and establishing and monitoring work outcomes; - decisions and actions taken at this level may have a significant effect on programs/projects/ work areas being managed; - good understanding of the long term goals	Officers at this level have responsibilities which will/may include: - involvement in the initiation and formulation of extensive projects/programs which impact on council's goals and objectives; - undertaking work of significant scope and/or complexity; - extensive projects/ programs in accordance with department/ corporate goals; - development, implementation and evaluation of goals; - management of a work area of council at a high level of ability; - management of service delivery; - management of a department/section or operate as a senior specialist; - application of a high level of analytical skills to attain and satisfy council objectives; - little or no= professional direction; - authority to implement and initiate change in area of responsibility.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 2 – GENERAL RESPONSIBILITIES LEVELS 1A TO 8									
GENERAL RESPONSIBILITIES							impact of activities undertaken or achievement of stated outcomes/objectives for the work area.	of council; -manage a works program or work area of council; - undertake the control and coordination of a section, department and/ or significant work area. Positions at this level may be identified by the level of responsibility for decision making, the exercise of judgment and delegated authority and the provision of expert advice.	Positions at this level will demand responsibility for decision making within the constraints of corporate policy.
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – SPECIFIC RESPONSIBILITIES LEVELS 1A TO 8									
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.	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 judgment 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 judgment 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 coordination of projects in accordance with corporate goals. <i>- Refer to general responsibilities.</i>	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.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
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 program/ single works function, or project (first level of supervision for minor works programs/projects) and could include: - supervision, planning and coordinating 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 coordination of minor works.	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 judgment 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 coordination 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.
WHERE PRIME RESPONSIBILITY IS IN LIBRARIES		Undertake routine library duties: - routine shelving; - issues and returns.	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.	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.	Carry out a variety of activities in the field of library services: - utilise initiative/ judgment in the selection and application of established principles, techniques and methods.				

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
WHERE PRIME RESPONSIBILITY IS IN A RECREATION COMPLEX (AQUATIC OR NON AQUATIC)		Assist with the operation of an aquatic or recreational complex including the oversight of a specific function within the centre.	Operational responsibility for a single function within the complex or swimming pool of less than 50 metres.	Exercise operational responsibility for multi-function aquatic/recreation complex or large swimming pool.	Manage a recreation complex (aquatic or non aquatic).	Plan, coordinate and administer the operation of a multi-functional recreation/aquatic complex including reporting and financial management.			
WHERE THE PRIME RESPONSIBILITY IS IN THE LOCAL ANIMAL AND PLANT CONTROL BOARD				Advise landholders/local authorities/government officers on: - eradication/control techniques and measurers and provide information on obligations under the relevant legislation.	Plan, coordinate and implement the activities/ policies of the local animal and plant control board and could include: - supervision of other staff.	Plan coordinate and administer the activities/ policies of local animal plant control boards and could include: - supervision of other staff; - preparation of the budgets.			
WHERE THE PRIME RESPONSIBILITY IS IN A “PROFESSIONAL” FIELD				Officers may undertake some minor phase of a broad or more complex assignment under direct supervision.	Responsibilities could include: - lead a team within a discipline related project; - liaison with other professionals at a technical level; - discussing techniques, procedures and/or results with clients on straight-forward matters.	Exercise professional responsibilities which could include: - supervision of the function; - tasks of a specialised detailed nature; - provide reports on progress of activities and provide recommendations; - carry out planning studies for particular projects including aspects of design; - utilise a high level of interpersonal skills in dealing with the public/ other organisations; - exercise professional judgment within prescribed areas	Supervise/manage operation of a discrete element which is part of a larger office and could include: - control and coordination of projects in accordance with corporate goals; - providing a consultancy service to a wide range of clients; - complex professional problem solving; - supervision of technical staff (on occasions other professional staff in the discipline).	<i>Refer to general responsibilities</i>	Ensure the outcome of work of significant scope and/or complexity and could include: - assessment and review of standards and work of other professionals/ external consultants; - initiate and formulate departmental/council programs; - implement council objectives within corporate goals; - develop and recommend ongoing plans and programs for department/council.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
WHERE PRIME RESPONSIBILITY IS IN CLERICAL/ SECRETARIAL / ADMINISTRATIVE		<p>Provide secretarial and administrative support and could include:</p> <ul style="list-style-type: none"> - 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>Provide secretarial and/or administrative support and could include:</p> <ul style="list-style-type: none"> - 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>Provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work and could include:</p> <ul style="list-style-type: none"> - Systems Administrator in small/medium sized council whose responsibility includes the security/integrity of the system; - operation of the computer to enable modification and/or correction of computer software systems/ packages and/or the identification of operational problems; - application of computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior officer; - provide a service utilising the full functions of a desk top publisher. 	<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 coordination of facets of the total program, media liaison, design and editing, layout of publications/displays. 	<i>Refer to general responsibilities</i>	<i>Refer to general responsibilities</i>	Undertake functions across a range of administrative, specialist or operational areas/ specific programs/ activities and/or management of service delivery.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
WHERE PRIME RESPONSIBILI TY IS IN CHILD CARE	<ul style="list-style-type: none"> - Support role in a child care centre. - Report observations of individual children/ groups for program planning purposes. - If an officer has completed the certificate, assist in the preparation and implementation of programs suited to the needs of individual children and groups. - Assist with daily routines and give each child individual attention/ comfort as required. - Implement early child-hood program under supervision. - Work in accordance with licensing requirements under the Act and ensure the health and safety of the children in care. 	<ul style="list-style-type: none"> - Assist with the development, planning, implementation and evaluation of child care developmental programs and the coordination, oversight and direction of activities of unqualified workers engaged in the implementation of child care programs and activities in a group setting. - Liaise with parents. - Under close direction. - Undertake work with individual children with particular needs. - Oversight and direction of Level 1A officers. 	<ul style="list-style-type: none"> - Accept responsibility for groups of children under and/or over two years of age. - Coordinate activities of more than one group. - Prepare, implement and evaluate development and/or special programs for individual or groups of children in consultation with the director. - Supervise lesser qualified workers. - Assist with administrative functions. - Supervise lesser qualified workers. 	<ul style="list-style-type: none"> - Perform the duties of assistant director in child care centre, supervise qualified and unqualified workers, plan and coordinate training programs, develop, plan the educational and/or development programs for areas within the centre. - Supervise qualified/unqualified workers, plan and coordinate training programs. 	<ul style="list-style-type: none"> Manage a child care centre of no more than 35 places and could include: <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee; - Develop, plan and supervise the implementation of educational developmental programs for children; - Formulate and evaluate annual budgets in liaison with committee; - Staff recruitment. 	<ul style="list-style-type: none"> Manager a child care centre of no more than 60 places and could include: <ul style="list-style-type: none"> - Formulation and evaluation of annual budgets in liaison with committee; - Develop, plan and supervise the implementation of educational and/or developmental programs for children; - Formulate and evaluate annual budgets in liaison with committee; - Staff recruitment. 			

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
WHERE PRIME RESPONSIBILI TY IS IN ENVIRONMEN TAL 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 or animal and plan control 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. 	<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 inspections; - 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 	Undertake duties in the disciplines of building and health.	Supervision/ management responsibilities exercised within a multi-discipline.		

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 8									
WHERE THE PRIME RESPONSIBILI TY IS IN COMMUNITY SERVICES			Operate a community service program at an elementary level.	Plan and coordinate elementary community based projects/programs, and could include: - performing moderately complex functions; - social planning, demographic analysis, survey design and analysis; - duties of a specialised nature; - a single program at a more complex level.	Assist senior officers with the planning and coordination of a community program of a complex nature.	Plan, develop and operate a community service program of a moderately complex nature.			
WHERE PRIME RESPONSIBILI TY IS A FIRE PREVENTION OFFICER				Administer requirements of the Country Fires Act and the implementation of District Fire Prevention strategies.					

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 8									
REQUIREMENTS OF THE JOB	<ul style="list-style-type: none"> - Developing knowledge of centre policy and practices. - No formal qualifications required at this level. - Certificate in community services (TAFE) or equivalent. - It is desirable that officers are studying for an appropriate certificate. - Sufficient knowledge and experience to perform duties at this level. - Positions at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. 	<ul style="list-style-type: none"> - A developing knowledge of the section/ department function and operation. - Basic knowledge of clerical/administrative practices and procedures relevant to the work area. - A developing knowledge of work practices and policies of the relevant work area. - Basic numeracy, keyboard, written and verbal communication skills relevant to the work area. - No formal qualifications required at this level. - At this level, employers are expected to offer substantial on-the-job training. - It is desirable that officers are studying for an appropriate certificate or undertaking either internal or external training OR 	<ul style="list-style-type: none"> - Basic skills in oral and written communication with clients and other members of the public. - Knowledge of established work practices and procedures relevant to the work area. - Knowledge of policies and regulations relating to the work area. - Understanding of clear but complex rules. - Understanding of basic computing concepts. - Application of techniques relevant to the work area. - Developing knowledge of statutory requirements relevant to the work area. - No formal qualifications required OR Entry point for three year degree/associate diploma/appropriate certificate without experience OR Will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of 	<ul style="list-style-type: none"> - Thorough knowledge of work activities performed within the work area. - Sound knowledge of procedural/operational methods of the work area. - May utilise professional or specialised knowledge. - Ability to apply computing concepts. - Working knowledge of statutory requirements relevant to the work area. - Entry level for four year degree in the relevant discipline OR Entry level for three year degree plus graduate diploma in the relevant discipline OR Associate diploma with experience OR Three year degree plus 1 year professional experience in the relevant discipline OR Appropriate certificate with 	<ul style="list-style-type: none"> - Knowledge of statutory requirements relevant to work area. - Knowledge of section procedures, policies and activities. - Sound discipline knowledge gained through previous experience, training or education. - Knowledge of the role of departments within council and/or service functions. - Specialists require an understanding of the underlying principles in the relevant disciplines. - Relevant four year degree with two years relevant experience or three year degree with three years of relevant experience OR Associate diploma with relevant experience OR Lesser formal qualifications with substantial years of relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required. 	<ul style="list-style-type: none"> - Knowledge of departmental programs, policies and activities. - Sound discipline knowledge gained through experience. - Knowledge of the role of council's structure and service. - Relevant degree with relevant experience OR Associate diploma with substantial experience OR Qualifications in more than one discipline OR Less formal qualifications with specialised skills sufficient to perform at this level OR Attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required. 	<ul style="list-style-type: none"> - Discipline/specialist skills and/or supervision/ management abilities exercised within a multi-disciplinary, or in a major single function, operation. - Discipline knowledge gained through experience, training or education. - Appreciation of the long term goals of the organisation. - Detailed knowledge of program activities and work practices relevant to the work area. Knowledge of organisation structures or functions and comprehensive knowledge of council policies relevant to the section/department. - Comprehensive knowledge of statutory requirements relevant to the discipline. - Degree with substantial experience OR Associate diploma with substantial experience OR Lesser formal qualifications with a combination of experience, expertise and competence 	<ul style="list-style-type: none"> - Comprehensive knowledge of council policies and procedures. - Application of a high level of discipline knowledge. - Qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience OR Lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard OR A combination of experience, expertise and competence sufficient to perform the duties required at this level. 	<ul style="list-style-type: none"> - Detailed knowledge of council policy, programs and the procedures and practices. - High level of discipline knowledge. - Detailed knowledge of statutory requirements. - 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) OR Lesser formal qualifications together with the 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.

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 8									
REQUIREMENTS OF THE JOB		Positions initially at this level will involve officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section. - Officers will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.	activities required OR Appropriate on-the-job training and relevant experience.	relevant experience OR Attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.				sufficient to perform the duties required at this level.	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	LEVEL 8
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 8									
PROGRESSION	- Completion of certificate in community services (introductory) course conducted by TAFE or an equivalent qualification which is recognised under the Children’s Services Act shall commence at the 3rd increment of the range.	- Completion of introduction to child care skills and accepted for the advances certificate in child care.	- Appointment level for officers who have completed an appropriate certificate and are required to undertake work related to that certificate. - The 4th increment of this level is the appointment level for any graduate with a relevant three year degree who utilises that qualification to undertake associated professional work. - Graduates will advance to the 1st increment of level 3 after twelve months satisfactory service.	- Three year degree holders shall progress to this level after completion of twelve months service at the top of level 2. - Appointment level for any graduate with a relevant four year degree who is required to undertake associated professional work. - Graduates shall advance to the 3rd increment after twelve months service on the 1st increment of the range and shall progress to the 1st increment of level 4 after a further twelve months service. - Officers with a certificate relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake responsibilities under this level.	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.	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.		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.	

APPENDIX 4

Junior rates apply to level 1A and level 1 as follows:

Years of Age	% of 1 st year adult service
17 and under	62
18	72
19	82
20	92

Trainee rates apply to level 2 as follows:

	% of 1 st year Level 2 rate
1 st Year of service	72
2 nd Year of service	82
3 rd Year of service	92