

Orders



SOUTH
AUSTRALIAN
EMPLOYMENT
TRIBUNAL

Case Details

Case number ET-20-02667
Applicant Municipal Council of Roxby Downs

Orders - Approval of Enterprise Agreement Municipal Council of Roxby Downs Enterprise Agreement 2020

I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 17 August 2020 and have a life extending for a period of 3 years months therefrom.

A handwritten signature in blue ink, appearing to read 'A. Cairney'.

Commissioner Cairney

17 Aug 2020

DOC_BUILDER_ENTERPRISE_AGREEMENTS



**MUNICIPAL COUNCIL OF
ROXBY DOWNS**

ENTERPRISE AGREEMENT 2020

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Section One

INTRODUCTION

1. PRELIMINARY

1.1 This Agreement will provide a foundation for:

- continuous business and service 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 will be known as the Municipal Council of Roxby Downs Enterprise Agreement 2020.

3. PARTIES BOUND

This Agreement is binding on the Municipal Council of Roxby Downs and its employees who are engaged in positions that are classified at levels 1A to 7 (inclusive) in accordance with the classification structure in Appendix 3, excluding level 7 employees who are part of the Senior Management Team as determined by the Administrator.

4. DEFINITIONS

For the purposes of this Agreement: -

- 4.1 "Act" will mean the *Fair Work Act 1994* (SA);
- 4.2 "Administrator" will mean the person appointed by the Minister under section 12 (3) of the *Roxby Downs (Indenture Ratification) Act 1982*;
- 4.3 "Agreement" will mean the Municipal Council of Roxby Downs Enterprise Agreement 2020, as amended from time to time;
- 4.4 "Award" means the SA Municipal Salaried Officers Award;
- 4.5 "Child" will mean a person younger than 18 years old and includes adopted, step, ex-nuptial and adult children;
- 4.6 "Consultation" will mean the process, which will have regard to employees' interests in the formulation of plans that may have a Significant Impact on employees. It provides these employees with the opportunity to have their

viewpoints heard and taken into account prior to decisions being implemented. Consultation allows for decisions to be implemented having due regard to all matters raised by employees;

- 4.7 "Council" and "Employer" and "Administrator" will mean the Municipal Council of Roxby Downs (as applicable);
- 4.8 "De facto spouse" will 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 "Immediate Family or Household member" will 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, which is agreed by the Council Administrator
- 4.10 "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;
- 4.11 "Minister" will mean the Minister of the Crown responsible under the *Roxby Downs (Indenture Ratification) Act 1982*;
- 4.12 "Reasonable" will mean that which is agreeable to reason, sound of judgement and equitable to those involved;
- 4.13 "Service Review" will 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;
- 4.14 "Significant Impact" will 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 employees 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 will be deemed not to have significant impact;
- 4.15 "Tribunal" will mean the South Australian Employment Tribunal

4.16 "Workplace Representative" is a recognised employee representative;

4.17 For the purposes of this Agreement, a reference to an employee is a reference to employees bound by this Agreement described in clause 3

5. DATE OF OPERATION

This Agreement will operate from the date of the approval by the Tribunal and will have a nominal expiry date of (3) years from the date that the Agreement commences. The terms and conditions will continue to be applied until the parties enter into a new Agreement.

6. RELATIONSHIP TO AWARDS

6.1 This Agreement is intended to be a comprehensive and stand-alone industrial instrument, to the extent permitted by section 81(3) of the Act.

6.2 The provisions of Schedule 5 of the SA Municipal Salaried Officers Award are incorporated into 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 LWAAAs (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 workplace health, safety and welfare;

- 7.3.6 Continued commitment to the principles of equity and diversity in the workplace;
 - 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; and
 - 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

The parties are committed to helping prevent and eliminate unlawful discrimination in the workplace.

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 will be comprised of:
 - 9.1.1 Council's Administrator, or the Administrator's nominee(s); and
 - 9.1.2 All employees covered by this Agreement, but at least three (3) Workplace Representatives elected by a majority of employees covered by this Agreement.
- 9.2 Having regard to the role for which it is established, the Workplace Bargaining Committee will 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, including through the Consultation process to consider proposals from the Council to establish a system of service and operational reviews across the Council;
 - 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 an imminent risk 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 an imminent risk 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 or his/her representative with a view to resolving the matter;
 - 10.6.4 Stage Four – If the matter is not resolved at Stage Three, the employee(s), or his/her/their Workplace Representative or other nominated representative, if requested, will participate in a mediation process, with a Council paid, independent, accredited Mediator, who will review the dispute in its entirety. This will include interviewing relevant parties, for the purpose of facilitating mediation. The Administrator or his/her representative will consult with the employee(s) or his/her/their

Workplace Representative or other nominated representative regarding the appointment of the independent, accredited Mediator.

10.6.5 Stage Five - In the event that any matters referred to in Stages One, Two, Three and Four above remain unresolved following the processes provided for above, the matter will be referred to the Tribunal (by agreement);

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. Stage Four should be completed within a further) twenty one (21) working days, where possible.

11. AGREEMENT ACCESS

The employer will 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.

Section Three

EMPLOYMENT RELATIONSHIPS AND SECURITY

12. EMPLOYMENT SECURITY

- 12.1 The employer will consult with the Workplace Bargaining Committee in relation to any proposed redundancy whether voluntary or involuntary. In that process Council will in the first instance consider redeployment options prior to determining to involuntarily retrench an employee.
- 12.2 The employer will only retrench an employee if there are no suitable alternative positions available into which the employee can be redeployed.
- 12.3 The employee has up to three (3) months from commencement in the redeployed position to confirm acceptance of the position that is offered.
- 12.4 An employee redeployed to an alternative job which is lower paid will have their salary maintained, but frozen for a period of six (6) months. At the expiry of six (6) months, the employee's salary will revert to the new classification rate applying to the alternate job.
- 12.5 An employee whose position has been made redundant can accept a voluntary redundancy package on terms as follows:
 - 12.5.1 10 weeks' notice or payment in lieu (or a combination);
 - 12.5.2 3 weeks' redundancy pay for each year of service with the employer
 - 12.5.3 employees who are over the age of 45 with not less than 10 years continuous service will be entitled to an additional 4 weeks' pay.
 - 12.5.4 the total redundancy payment, including notice paid in lieu, cannot exceed 34 weeks' pay, excluding all other statutory entitlements that are due on cessation of employment;
 - 12.5.5 the employee must resign from all positions with Council and its subsidiaries;
 - 12.5.6 the employee must notify the Council of each and every injury or disability of which they could reasonably be aware or which they believe was, or could possibly have been sustained during the period of their employment with the Council or its predecessors;
 - 12.5.7 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;
 - 12.5.8 the employee not having any outstanding claim for income maintenance pursuant to the *Return to Work Act 2014*.
- 12.6 Employees involuntarily retrenched are entitled to the same redundancy package terms.

13. BUSINESS IMPROVEMENT

- 13.1.1 The Parties to this Agreement are committed to continuous business improvement as an on-going process, which strives to ensure that all parts of the organisation operate at a high level of efficiency;
- 13.1.2 During the term of this Agreement, the Council will establish, through Consultation, a system of service and operational reviews across all functional areas and practices. The purpose of which will be to improve the business performance of Council including the effectiveness of service delivery linked to community expectations and corporate outcomes; and
- 13.1.3 The implementation of improved benchmarking and diagnostic systems and methods of analysing and recording information and data will be utilised to review operational activities and functions carried out by employees.

14. APPOINTMENT AND PROBATION

All employees will be on probation for a term of three (3) months from initial engagement with the employer. During probation, either party can terminate the employment with one weeks' notice, or payment in lieu.

- 14.1 At the conclusion of the term of three (3) months and whenever necessary prior to that time, the performance of the said employee will be assessed.
- 14.2 In light of the assessment, the probationary period can be extended by Council for a further three (3) months.

15. CASUAL EMPLOYMENT

- 15.1 On this Agreement coming into effect, an employee engaged by the Council as a casual employee on an hourly contract of employment will be paid:
 - 15.1.1 a rate of pay as identified at Appendix 1B (inclusive of a 2% increase on Award rates as specified in Appendix 1B), plus a casual loading of 25% for each hour of work as identified at Appendix 1B; and
 - 15.1.2 penalty rates in accordance with the Award penalty rates (i.e. the casual employee will receive the rate in 15.1.1 plus penalties as prescribed by the Award) for each hour of work in outside of the span of ordinary hours prescribed by the Award, being between the span 7.30 am - 6.30 pm Monday to Friday inclusive.
- 15.2 The casual loading paid to employees engaged as a casual employee compensates the casual employee for the non-applicability of paid leave entitlements (other than long service leave, where applicable and where otherwise specified in this Agreement), payment for Public Holidays not worked, notice of termination and

redundancy package benefits in clause 12 herein, and the matters set out in clause 16.3 herein.

- 15.3 In accordance with the procedure set out in Clause 3 of Appendix 2 Progression through the Levels, Casual employees upon completing 1976 hours of work shall, subject to satisfactory work performance (as determined by Council), receive the full value of the increase to the next increment within their respective classification level.
- 15.4 An employee, employed for more than 1300 hours in a year, will be engaged as a part-time or full-time employee, and will not be entitled to continuing payment of the casual loading, unless the employer and the employee otherwise agree. The employer and employee will sign a written copy of any such mutual agreement.

16. USE OF CASUAL EMPLOYEES

- 16.1 Casual employees may be engaged on an hourly contract of employment for a minimum period of two (2) hours;
- 16.2 Additional hours that become available will be offered to permanent part-time employees with relevant skills where possible before being offered as casual employment;
- 16.3 The provisions of the following clauses do not apply to casual employees:
- 16.3.1 Employment Security – clause 12;
 - 16.3.2 Career Development– clause 35;
 - 16.3.3 Penalty Rates – clause 31;
 - 16.3.4 Annual Leave – clause 42;
 - 16.3.5 Maternity and Adoption Leave – clause 47;
 - 16.3.6 Grace Days Leave – clause 50;
 - 16.3.7 Sickness and Accident Insurance – clause 54
 - 16.3.8 Personal Leave –clause 48;
 - 16.3.9 Termination of Employment – clause 19.1; and
 - 16.3.10 Notice of Termination by an Employee - 20.1.

17. FIXED TERM EMPLOYMENT

- 17.1 Council may offer fixed term employment contracts on grounds including the following:
- 17.1.1 for a specific project of defined duration;

- 17.1.2 for a position which is funded by an external body;
 - 17.1.3 to replace an employee who is on extended leave greater than three (3) months; or
 - 17.1.4 where it is considered by Council that the long term requirements for a position are uncertain, due to financial considerations or impending legislative change.
- 17.2 A fixed term employment contract offered by the employer will contain the following terms and conditions:
- 17.2.1 the term of the contract will be for no less than three (3) months and for no greater than two (2) years duration (When a fixed term contract is to be extended past the initial expiry date the minimum 3-month provision will not apply);
 - 17.2.2 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;
 - 17.2.3 where the employer decides to continue with the same position for a further fixed term, the incumbent will 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.
- 17.3 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.

18. PART TIME EMPLOYMENT/JOB SHARING

- 18.1 The employer and employees recognise there are significant advantages provided by part-time employment and job sharing.
- 18.2 All employees are entitled to apply to work on a part-time basis or job share a position.
- 18.3 Council will consider all applications on their merits, taking into account operational arrangements individual needs and practicalities.
- 18.4 No current permanent full-time employee will be forced to work in a part-time or job share position.

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- 18.5 Where a part-time employee agrees, he/she may work up to 76 hours per fortnight week within the ordinary span of Council's hours (see clause 30.3) without attracting overtime (subject to 32 below).
- 18.6 Where a part-time employee is required to work outside of their contracted hours, or outside the ordinary span of Council's hours (see clause 30.3) the appropriate penalty rates will apply, subject to prior approval by Council and clause 31 below;
- 18.7 Subject to prior Council authorisation, all work performed in excess of 76 hours per fortnight is to be paid at the appropriate overtime rate in accordance with clause 32;
- 18.8 Council will endeavour to give the employee no less than a minimum of eight (8) hour's 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 will be one (1) hour or in case of a day when the employee is not working, a minimum of three (3) hours;
- 18.9 When considering progression through the levels for part-time employees, Council will apply the same principles of consistency and equity which apply for all Council employees, and will be in accordance with 3.1.3.4 of the Award, which states that a part-time employee shall be required to work the equivalent hours as a full-time employee works within a 12 month period in order to qualify for incremental progression within the classification level.
- 18.9.1 For clarity, in accordance with the procedure set out in Clause 3 of Appendix 2 Progression through the Levels, part-time employees upon completing 1976 hours of work shall, subject to satisfactory work performance (as determined by Council), receive the full value of the increase to the next increment within their respective classification level.
- 18.10 For part-time employees currently receiving or who have received progression through the levels on the anniversary of 12 month's employment, Council will not act retrospectively in regards to remediating that past progression which has been applied prior to the completion of the equivalent 1976 hours as would otherwise apply per 3.1.3.4 of the Award.

19. TERMINATION OF EMPLOYMENT

- 19.1 After the probation period in order to terminate the employment of an employee (other than a casual employee), the employer must give to the employee four weeks' written notice.
- 19.2 Employees over 45 years of age at the time of the giving of the notice, with five (5) years continuous service, are entitled to an additional week's notice.

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- 19.3 Payment in lieu of the prescribed notice in clause 19.1 and 19.2 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.
- 19.4 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:
- 19.4.1 the employee's ordinary hours of work (even if not standard hours);
 - 19.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - 19.4.3 any other amounts payable under the employee's contract of employment.
- 19.5 The period of notice in this clause does not apply:
- 19.5.1 In the case of dismissals for serious misconduct;
 - 19.5.2 To apprentices;
 - 19.5.3 To employees engaged for a specific period of time;
 - 19.5.4 To employees engaged to perform a specific task or tasks;
 - 19.5.5 To casual employees; or
 - 19.5.6 To probationary employees.

20. NOTICE OF TERMINATION BY AN EMPLOYEE

- 20.1 Any employee who wants to resign, other than a casual employee, must provide the same period of notice as the employer, except the additional weeks' notice based on age. Provided that, where the express provisions of an employee's employment contract provides for a longer period of notice, such provisions will apply.
- 20.2 A casual employee must provide the employer at least one (1) week's notice of their intention to resign.

Section Four

RATES OF PAY AND RELATED MATTERS

21. CLASSIFICATION AND RATES OF PAY

- 21.1 The minimum annual rate of salary or minimum rate of pay, as the case may be, to be paid to employees will be in accordance with the respective rates set out in Appendix 1A of this Agreement for permanent full-time and part-time employees (pro-rated); and in Appendix 1B for casual staff employed on and from this Agreement coming into effect .
- 21.2 The employer will, 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 will notify the employee in writing of their classification.
- 21.3 In classifying an employee, the employer will observe the procedure contained in Appendix 2 of this Agreement to apply the appropriate salary level or rate of pay as the case may be. On initial appointment, the employer may, in its discretion, give recognition to an employee's previous relevant experience in order to ascertain the appropriate incremental point for the classification. Relevant experience shall be determined by the employer.
- 21.4 An employee may, upon written request, have their classification reviewed by the employer. The review will be conducted in accordance with the provisions of clause 21.3 above.
- 21.5 Where an employee is reclassified, it will be done on a 'point-to-point' basis: i.e., the employee will 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.

22. RECLASSIFICATION

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

23. 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.

24. HIGHER DUTIES

If an employee is directed by the employer in writing to act in a position of a higher classification for any period, the employee will be paid the higher classification rate for

the period he or she acts in the higher position, subject to the employee working the higher duties for a minimum of three days in any one (1) fortnight to be eligible to receive payment for higher duties

25. FIRST AID CERTIFICATION

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 will be borne by the employer.

26. TRAVELLING EXPENSES

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

27. TELEPHONE ALLOWANCE

Employees will be reimbursed the cost of work related telephone calls made on their personal mobile telephone or provided with a mobile telephone by Council for work purposes.

Section Five

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

28. IMPROVED SERVICE DELIVERY

- 28.1 Council’s Corporate approach is that Council must not only be seen to operate efficiently and effectively, but it must also do so.
- 28.2 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.
- 28.3 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.

29. LOCAL WORK AREA AGREEMENTS

- 29.1 It is agreed that LWAA’s between Council and an employee(s) may be negotiated and implemented during the life of this Agreement;
- 29.2 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:
 - 29.2.1 hours of work;
 - 29.2.2 work locations;
 - 29.2.3 job functions; and
 - 29.2.4 work practices and processes, allowances, rates, trade-offs and tea breaks.

30. HOURS OF WORK

- 30.1 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 will be governed by:
 - 30.1.1 Council’s business needs;
 - 30.1.2 the business needs of the work area;
 - 30.1.3 internal and external customer service requirements and needs;
 - 30.1.4 inter-relationships (dependency, impact, service) of the work area with other parts of the organisation; and
 - 30.1.5 parameters further defined in this clause.

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- 30.2 “Work area” will mean an organisation work unit eg: Department, Branch, Section, Sub-Section, Group, Team or Individual;
- 30.3 The ordinary span of Council hours will be 5.00 am to 12 midnight, Monday to Sunday inclusive, of Public Holidays;
- 30.4 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;
- 30.5 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.
- 30.6 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. 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.
- 30.7 Each employee will record their daily working hours as required and submit this to Council’s Administrator, or his or her nominee, for endorsement at the end of each two (2) week period. This record is to be forwarded to the Payroll Section at least on a two (2) weekly cycle to facilitate payroll processing.
- 30.8 Staff working on weekends and Public Holidays require the prior formal consent of Council to do so and may be remunerated in accordance with Clause 31 (Penalty Rates on Ordinary Time) or Clause 15.1.3 (Penalty Rates for Casuals), Clause 32 (Overtime) or Clause 33 (Flexible Working Time) of this Agreement, as the case may be.
- 30.9 For clarity, clause 5.7 Call-Out of the Award does not apply while this Agreement applies.
- 30.10 There shall be an unpaid break of between 30 and 60 minutes each day to be taken within the ordinary hours of the business. The duration and timing of the break is to be considered and determined by the relevant manager but shall be taken after no more than 5 hours of continuous work.

31. PENALTY RATES

- 31.1 Employees will be required to work their contracted hours of work as agreed with Council and in accordance with clause 30.3 and clause 30.5, which may require an employee to work their contracted hours of work at any time during the ordinary span of Council hours.

- 31.2 Employees who are directed by Council to perform work outside of their contracted hours of work, or outside of the ordinary span of Council’s hours (see clause 30.3), shall paid an additional amount at the rate of time and a half for that work, when the relevant time worked exceeds 20% or more of the employee’s contracted hours of work in any fortnightly time period.
- 31.3 This Agreement allows for Employees to work up to 20% outside their contracted hours of work, or outside of the ordinary span of Council’s hours (see clause 30.3), without attracting penalty rates under this clause on the basis that time worked outside of an Employee’s contracted hours of work or outside of the ordinary span of Council’s hours (see clause 30.3) to 20% will be taken as TOIL in accordance with clause 33 of this Agreement.
- 31.4 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.
- 31.5 These provisions do not apply to those employees on individual salary package arrangements pursuant to clause 58.
- 31.6 These provisions do not apply to casual employees who receive penalty rates in accordance with clause 15.1.3.
- 31.7 The penalty rates and benefits within this clause and the rates and benefits in clause 32 are not cumulative.

32. OVERTIME

- 32.1 Employees other than those who perform work pursuant to an individual salary packaged arrangement, who are required to work in addition to their fortnightly contracted hours of work, will 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 This Agreement allows for up to 91.2 hours to be worked at ordinary time over a fortnightly cycle on the basis that time worked in excess of 76 hours and up to 91.2 hours per fortnight will be taken as TOIL in accordance with clause 33 of this Agreement.
- 32.3 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 will be entered into by mutual agreement and recorded in writing
- 32.4 These provisions are not intended to alter or affect flexitime or rostered hours arrangements but are considered integral to its operation.
- 32.5 These provisions in this clause do not apply to those employees on individual salary package arrangements pursuant to clause 58, however, these employees may be eligible to take TOIL for hours of work in excess of 88 hours per fortnight (or hours as agreed per fortnight) in accordance with clause 33.

32.6 The overtime rates and benefits within this clause and the rates and benefits in clause 31 are not cumulative.

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

33.1 TOIL System

33.1.1 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 33.2.1 below, and the agreed conditions, which are as follows:

33.1.1.1 TOIL is only available to employees covered by this Agreement;

33.1.1.2 TOIL is not overtime (refer 33.2 below);

33.1.1.3 TOIL cannot be taken in a manner that impairs the delivery of Council services to its internal or external customers and must be taken within the next four (4) week cycle;

33.1.1.4 Where the employee and the employee's manager consider there are exceptional circumstances which make it impractical for the employee to take up all of the accrued TOIL within the next four week cycle, then the Administrator will consider a written request from the employee to adjust the TOIL take-up period.

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

33.1.1.6 TOIL may only accrue by prior agreement between Council and the employee. Prior agreement is to be given for each and all occasions;

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

33.1.1.8 employees may accrue a maximum of 20 hours of TOIL at any one time, unless otherwise agreed to in writing by Council;

33.1.1.9 where a written agreement referred to in 33.1.1.8 is not agreed and created, if an employee accrues TOIL in excess of 20 hours, that excess accrued TOIL is forfeited;

33.1.1.10 TOIL arrangements will be applicable to part-time positions as per clauses 33.1.1.8 and 33.1.1.9 but with accrual determined on a pro-rata basis;

- 33.1.1.11 TOIL will be recorded by each employee as directed by Council;
- 33.1.1.12 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;
- 33.1.1.13 The TOIL system is applied to individual employees as follows:
 - (a) For those employees not appointed as senior managers and who are not a member of the Senior Management Team and are 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 (or hours as agreed 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.

33.2 Payment for Overtime

- 33.2.1 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 91.2 hours will be paid in accordance with clause 32. All other time will be at single rates of pay.

34. REST PERIOD AFTER OVERTIME

- 34.1 If starting work at the employee's next rostered starting time would mean that the employee did not receive a full 10 hour break, then the employee may, with the consent of the Council but 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

35. CAREER DEVELOPMENT

- 35.1 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 employees 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:
- 35.1.1 Create an environment of clear work expectations with regular, constructive feedback leading to enhanced work performance;
 - 35.1.2 Provide regular two-way feedback regarding work performance;
 - 35.1.3 Build more open and effective relationships between staff, managers and colleagues;
 - 35.1.4 Improve existing work procedures and provide an opportunity for employee input into the Council's operation;
 - 35.1.5 Discuss training and career development needs of the employee;
 - 35.1.6 Career development is seen as an issue that is a shared responsibility between both the individual and the organisation.
- 35.2 The Parties recognise the importance of relevant professional knowledge and skills or the continued development of relevant skills and knowledge of employees through study and professional development programs. Support for career development comes in a number of forms. These may include but are not limited to:
- 35.2.1 Study Assistance, in accordance with Councils' Career and Professional Development Policy and Guidelines as amended from time to time, will be available, subject to budget availability, to those employees who elect to undertake programs of study;
 - 35.2.2 Secondment to another position within Roxby Downs Council;
 - 35.2.3 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.
 - 35.2.4 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.

36. SECONDMENT

36.1 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:

36.1.1 A secondee maintains the right to return to their substantive position when the secondment is concluded.

36.1.2 The period of secondment will be agreed to by the employer and employees prior to commencement and be recorded in a variation to the employee's contract.

36.1.3 A secondee will be bound for operational purposes by the Policies and Procedures of the host work area for the period of the secondment.

37. PROFESSIONAL / DEVELOPMENT LEAVE

37.1.1 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;

37.1.2 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;

37.1.3 Absence on professional development leave will not break the continuity of service of an employee but will not be taken into account in calculating the period of service for any purpose defined in this Agreement;

37.1.4 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;

37.1.5 An employee, upon returning to work after professional development leave of more than three (3) months duration, will be entitled to a position within Council and at the same classification level;

37.1.6 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;

37.1.7 Professional development leave will not be taken 'back to back';

An employee must have completed a reasonable period of service (to be assessed by Council) between periods of professional development

leave, to be authorised by Council. This will be influenced by the length of approved leave previously taken;

37.2 Study Assistance

- 37.2.1 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.

37.3 Training

- 37.3.1 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;
- 37.3.2 It is acknowledged that change is a part of the ongoing development of the organisation and that training will continue on change management programs;
- 37.3.3 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 will 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;

- 37.3.5 Time spent on planning/training activities conducted during the times set out in 37.3.3 above will, 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 32.1 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;

- 37.3.6 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);
- 37.3.7 All TOIL accumulated in this manner must be fully taken within four (4) weeks of the training program concluding, unless as otherwise agreed in writing with the Administrator;
- 37.3.8 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;
- 37.3.9 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;
- 37.3.10 No employee will 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;
- 37.3.11 Unless otherwise mutually agreed, training that relates to the workplace health, safety and welfare of employees will be conducted during the normal working hours described in this Agreement;
- 37.3.12 No employee will be disadvantaged by the operation of this clause in their access to training programs provided by Council;
- 37.3.13 No part time employee will be disadvantaged in relation to training opportunities;
- 37.3.14 Notwithstanding the above, Council may offer training opportunities for personal development outside of normal working hours in the employee's own time on a voluntary basis.

38. 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, confidential counselling services and well-being programs.

39. STAFF DEVELOPMENT AND APPRAISAL SYSTEM

The Staff Development and Appraisal System currently in place will be reviewed during the period of the Agreement.

Section Seven

EMPLOYEE WELFARE & LEAVE ENTITLEMENTS

40. EQUITY & DIVERSITY

- 40.1 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 will comply with the South Australian *Equal Opportunity Act 1984*;

41. WORKPLACE HEALTH & SAFETY

- 41.1 The employer and employees recognise the importance of an effective work 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;
- 41.2 The employer and employees will strive to continually improve work-health, safety and welfare performance in accordance with the Return to Work Exempt Employee Standards and to achieve optimal Workers Compensation bonuses;
- 41.3 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;
- 41.4 In any alteration to work practices, work health and safety will be of prime importance;
- 41.5 Council is committed to providing ongoing training to at least three Council nominated employees in First Aid to Senior Certificate Level.

42. ANNUAL LEAVE

- 42.1 Full-time employees will 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.
- 42.2 Annual leave is cumulative and payable upon termination of employment.
- 42.3 The Parties agree that annual leave will 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.
- 42.4 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 will 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).

- 42.5 The parties agree that annual leave to which an employee is entitled will 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.
- 42.6 The employer may allow annual leave to an employee before the right is due. But where leave is taken in such a case, further periods of annual leave will 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.
- 42.7 Where leave has been granted to an employee under clause 42.6 and the employee's employment ends before completing the 12 months continuous service in respect of which the leave was granted, the employer may, deduct from the remuneration payable upon the termination of the employment, an amount equal to the employee's annual leave deficit.
- 42.8 A full-time employee will 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.

43. ANNUAL LEAVE LOADING

- 43.1 Annual leave loading will be calculated and paid at 17.5% of the ordinary pay for the employee's substantive classification of work;
- 43.2 The amount of loading paid will represent 17.5% of four (4) weeks' salary or wage of the employee's substantive classification;
- 43.3 Annual leave loading will 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).
- 43.4 Annual leave loading will not be paid out on accrued annual leave paid out on termination of employment.

44. COMPASSIONATE LEAVE

- 44.1 Employees will be entitled, on notice, to leave without deduction of pay for a period of leave not exceeding three (3) ordinary day's work:
- 44.1.1 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
- 44.1.2 upon the death of an immediate family or household member.
- 44.2 Proof of such illness/injury or death will be furnished by the employee to the satisfaction of the employer, if so requested.

- 44.3 This clause will have no operation while the period of entitlement to leave under it coincides with any other period of leave.

45. LONG SERVICE LEAVE

- 45.1 Long Service Leave will be administered in accordance with the *Long Service Leave Act 1987* (SA), section 106 of the *Local Government Act 1999* (SA) and this Agreement;
- 45.2 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;
- 45.3 Long service leave accrued in the first 10 years of service should be fully taken by the completion of the 13th year of service;
- 45.4 Accumulated long service leave (e.g. 11-20 year's service) should be fully taken within three (3) years of the next 10 year's service anniversary;
- 45.5 Long service leave may be taken at a time mutually convenient between Council and the employee concerned after seven (7) year's service in periods of at least two (2) weeks;
- 45.6 An employee may take Long Service Leave pursuant to this clause after seven (7) years continuous service in the following manner:
- 45.6.1 half pay, thus doubling the period of leave taken;
 - 45.6.2 double pay, thus halving the period of leave taken;
 - 45.6.3 taking the leave as normal.

46. 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.

46.1 Definitions

- 46.1.1 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.
- 46.1.2 For the purpose of this clause **employee** means full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 46.1.3 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.

46.2 Basic Entitlement

46.2.1 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.

46.3 Maternity Leave

46.3.1 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

46.3.2 Subject to subclause 46.3.1 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.

46.3.3 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.

46.3.4 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 will be entitled to paid sick leave in lieu of, or in addition to, special maternity leave.

46.3.5 Where leave is granted under clause 46.2, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee.

46.4 Paternity Leave

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

- 46.4.1 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
- 46.4.2 written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 46.4.3 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.
- 46.4.4 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 will notify the Council of any change in the information provided previously as soon as possible.

46.5 Adoption Leave

- 46.5.1 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.
- 46.5.2 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.

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

46.5.4 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.

46.6 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.

46.7 Parental Leave and Other Entitlements

46.7.1 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.

46.7.2 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 will not exceed 52 weeks.

46.8 Transfer to a Safe Job

46.8.1 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.

46.8.2 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.

46.9 Statutory Paid Parental Leave (PPL) Scheme

46.9.1 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;

- 46.9.2 In order to efficiently administer paid parental leave entitlements to eligible staff, paid maternity or adoption entitlements as specified under clause 46.2 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.

46.10 Resumption of Duty

- 46.10.1 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.
- 46.10.2 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 46.8, the employee will be entitled to return to the position they held immediately before such transfer.
- 46.10.3 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.
- 46.10.4 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.
- 46.10.5 The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

46.11 Replacement Employees

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

46.12 Part-Time Work

46.12.1 *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.

46.12.2 *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 46.12.2(i) above will 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.

46.12.3 *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 will not break the continuity of service or employment.

46.12.4 *Pro-Rata Entitlements*

- (i) Subject to the provisions of this subclause and the matters agreed to in accordance with clause 46.12 hereof, part-time employment will be in accordance with the provisions of this Agreement which will apply pro-rata.

46.12.5 *Transitional Arrangements – Annual Leave*

- (i) An employee working part-time under this sub-clause will 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.

46.12.6 *Transitional Arrangements – Sick Leave*

- (i) An employee working part-time under this sub-clause will 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 will be debited for the ordinary hours that the employee would have worked during the period of absence.

46.12.7 *Part-time Work Agreement*

- (i) Before commencing a period of part-time employment under this sub-clause the employee and the Council will 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 will be recorded in writing and retained by the employer. A copy of the Agreement and any variation to it will be provided to the employee by the Council.
- (iv) The terms of this Agreement will apply to the part-time employment.

46.12.8 *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, will 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.

46.12.9 *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 46.12.7.

46.12.10 *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 will be work otherwise performed under this Agreement.

46.12.11 *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 46.12.11(i), sub-clauses 46.12.3, 46.12.4, 46.12.5, 46.12.6, 46.12.7, 46.12.8 hereof will apply to the part-time employment of replacement employees.
- (iii) Before an employer engages a replacement employee under 46.12.11(i) hereof, the Council will 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 will be construed as requiring the Council to engage a replacement employee.

47. **PAID MATERNITY AND ADOPTION LEAVE**

This clause will be read in conjunction with clause 43 of this Agreement.

47.1 **Paid Maternity Leave**

47.1.1 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, will be granted maternity leave on full pay for a period of 12 weeks, provided that:

- 47.1.1.1 in the first instance she will have a minimum total of 12 months continuous service at the time of taking the leave;

- 47.1.1.2 the 12 weeks' paid leave will be paid over the first 12 weeks of maternity leave or the first 24 weeks at half pay if requested by the employee.
- 47.1.1.3 at the employee's request payments may be made in fortnightly instalments;
- 47.1.1.4 any public or other statutory holiday which may fall within the period of 12 weeks paid maternity leave will be counted as a day of such maternity leave;
- 47.1.1.5 absence from work during the first section of paid maternity leave will count as service for sick leave, annual leave and long service leave purposes;
- 47.1.1.6 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 will cease;
- 47.1.1.7 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.

47.2 Adoption Leave

- 47.2.1 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, will be entitled to leave with pay for a continuous period of twelve (12) weeks (or 24 weeks at half pay if requested by the employee), commencing from the date of placement of the child with the employee, subject to the employee having three years continuous service with the Council;
- 47.2.2 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.

- 47.3 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 46.2

48. PERSONAL LEAVE (SICK & FAMILY)

48.1 Sick Leave

- 48.1.1 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.
- 48.1.2 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, will be entitled to leave with full pay to the extent of two (2) weeks per annum. Any sick leave not taken will accumulate from year to year, but accrued sick leave is not payable upon termination.

- 48.1.3 A full-time employee's sick leave entitlement will 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 will accrue, to a maximum of two (2) weeks per year, on a pro-rata basis.
- 48.1.4 Subject to 48.1.5 hereof, the sick leave prescribed will be granted and the employee will 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.
- 48.1.5 An employee will 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 will be submitted by the employee concerned, if required by the employer.
- 48.1.6 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 will 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 will be paid for and debited as sick leave.
- 48.1.7 In accordance with the provisions of Section 106 of the *Local Government Act 1999* (SA), Council will ensure that an employee's sick leave will be portable from Council to Council.

48.2 Family Leave

- 48.2.1 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, will 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.

- 48.2.2 The employee will 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.
- 48.2.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 48.2.3.1 the employee being responsible for the care of the person concerned; and
 - 48.2.3.2 the person concerned being the employee’s Immediate Family or Household member:
 - 48.2.3.3 the employee will, 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 will notify the employer by telephone of such absence at the first opportunity on the day of absence.

48.3 Unpaid Family Leave

- 48.3.1 All employees, including casual employees, will be entitled to two (2) days unpaid family leave for each occasion when a member of the employee’s immediate family or household requires care and support because of:
- 48.3.1.1 a personal illness or injury of the member; or
 - 48.3.1.2 an unexpected emergency affecting that member.
- 48.3.2 An employee is entitled to unpaid family leave only if the employee complies with the following requirements:
- 48.3.2.1 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
 - 48.3.2.2 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.
- 48.3.3 An employee’s entitlement to unpaid family leave may only be accessed once that employee has exhausted his or her entitlement to paid sick and family leave.

48.4 **Emergency Personal Leave**

- 48.4.1 Council recognises the importance of family and personal life and the inherent responsibilities this brings to each employee.
- 48.4.2 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.
- 48.4.3 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 will be taken in amounts of not less than one (1) hour.
- 48.4.4 Notification requirements are the same as those that apply to sick leave as outlined in this Agreement.

48.5 **Domestic Violence Leave**

- 48.5.1 Council is committed to the welfare of its employees and in supporting employees experiencing domestic violence to continue to participate in the workplace and maintain their employment. Council seeks to create a supportive work environment where employees are comfortable to discuss their situation with their manager or Team Leader and in requesting assistance for domestic violence concerns.
- 48.5.2 Domestic and family violence means any violence between family members including current or former partners whenever and wherever the violence occurs. It encompasses any behaviour that is violent, threatening, controlling or intended to make a person feel scared and unsafe. The violence may be physical, emotional, verbal, financial, social, sexual, stalking, spiritual and/or image-based abuse.
- 48.5.3 Employees, including casual employees, are entitled to access up to five (5) days per annum of unpaid domestic violence leave for the purposes of:
- Seeking medical and legal assistance;
 - Attending court appearances;
 - Counselling;
 - Relocation;
 - To make other safety arrangements; or
 - Other activities related to dealing with domestic or family violence.
- 48.5.4 Leave will be applied pro rata for part-time and casual employees.

- 48.5.5 Domestic Violence Leave does not accumulate from year to year.
- 48.5.6 Council will ensure that it deals with an employee’s application for Domestic Violence Leave with sensitivity and ensure that all personal information concerning the employee’s circumstances is kept confidential. Nothing in this Agreement prevents the Council from disclosing information provided by an employee if required by an Australian law or if the disclosure is necessary to protect the life, health or safety of the employee or another person.
- 48.5.7 Where an employee is eligible to take Domestic Violence Leave under this clause and the employee has sufficient paid sick leave has accrued, Council will consider allocating up to five (5) days per annum Domestic Violence Leave against the staff member’s sick leave entitlement.
- 48.5.8 An employee may be required to produce evidence to support the need for Domestic Violence Leave such as a medical certificate, a document issued by the police service or a court, notification from a financial institution; or a statutory declaration. An employee is required to give notice of the need to take Domestic Violence Leave as soon as practicable and is to advise the Council of the expected period of the leave.
- 48.5.9 Within six (6) months of the commencement of this Agreement, Council will further develop its domestic violence policy which will meet as a minimum of five (5) days unpaid leave; and will look to further support any of its employees in a domestic violence situation. Through its chief executive, Council will consult with staff and the Workplace Bargaining Committee in the development of that policy.

49. LONG-TERM FAMILY LEAVE

- 49.1 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:
- 49.2 The employee will have at least five (5) years continuous service at the time of taking the leave;
- 49.3 The employee must be the primary care-giver for the person concerned;
- 49.4 The ‘person concerned’ must be a member of the employee’s Immediate Family or Household;
- 49.5 The employee will, 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;

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- 49.6 Employees may work on an intermittent basis for the Council while on family leave by mutual agreement. The rate of pay will be based on the classification of the position to which the employee is so engaged;
 - 49.7 Absence on family leave will not break the continuity of service of an employee but will not be taken into account (other than when engaged as a casual) in calculating the period of service for any purpose;
 - 49.8 An employee on family leave for up to three (3) months is entitled to the position which he or she held immediately before proceeding on family leave;
 - 49.9 Unless provided for in a signed agreement between Council and the employee, where the employee returns to work after family leave of more than three (3) months duration, Council will endeavour to provide a position of similar level of classification, responsibility and remuneration; if this is not achievable, then Council's redeployment policy will apply.
 - 49.10 Family leave may be extended but under no circumstances will the absence on family leave extend beyond two (2) years;
 - 49.11 Family leave will not be taken 'back to back' with professional development leave;
 - 49.12 An employee on family leave may terminate their employment at any time during the period of leave by notice in accordance with the Agreement.

50. GRACE DAYS LEAVE

Council recognises the commitment from employees to continuous business improvement as an on-going process, which strives to ensure that all parts of the organisation operate at a high level of efficiency. The principles of Consultation and the Parties approach to the review processes are set out in clauses 13.1.1 and 13.1.2 and for the life of this Agreement, Council will make available to all full-time and part-time employees (subject to clause 50.2); three (3) days grace leave, as follows:

- 50.1 the grace days may only be taken during the Christmas and New Year's period when the Council's Administration offices are closed, except for employees covered by clause 50.1.1;
 - 50.1.1 for employees who are required by Council to be On-Call, or at Roxbylink during the grace days period, the employee is entitled (subject to clause 50.2) to take the three days grace leave at an alternative time,

suitable to the Council, after taking the employee's preference into account;

- 50.2 part-time employees who are not scheduled as a part of their usual roster to work on a scheduled grace day/s shall not be entitled to the take-up of that grace day/s;
- 50.3 employees eligible to take up a grace day(s) will be paid for their normal hours of work on that grace day(s) up to a maximum of 7.6 hours (regardless if the employee would usually work more than 7.6 hours on that day);
- 50.4 except for as set-out in 50.1.1, any grace days not taken-up by an employee during the grace days period, will not accrue or be held-over for use at another time;
- 50.5 this clause does not apply to casual employees;
- 50.6 for the avoidance of doubt, no annual leave loading or any other loading is applicable to the three (3) days grace leave;
- 50.7 in the period of this Agreement, the grace days are scheduled to fall on the following days and dates:
 - 50.7.1 In 2020 on Tuesday 29th, Wednesday 30th and Thursday 31st December
 - 50.7.2 In 2021 on Wednesday 29th, Thursday 30th and Friday 31st December
 - 50.7.3 In 2022 on Wednesday 28th, Thursday 29th and Friday 30th December

51. LEAVE ACCRUALS

All annual, personal, parental and long service leave entitlements as at the commencement of this Agreement will 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 will 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, will return to work if the jury attendance ceases prior to the end of the normal day's work.

52.2 Jury service will count as service for all purposes of the Agreement.

53. PUBLIC HOLIDAYS

53.1 All employees will 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 will 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 – OPTION TO RETAIN COVER OR CONVERT BENEFIT TO ADDITIONAL ALLOWANCE

54.1 Employees are offered either the option of receiving personal and accident insurance cover funded by Council, currently provided through the 'Local Government Risk Services' Local Government Income Protection Fund Scheme' (**Scheme**); or a one-off, permanent allowance increase as an offset and trade-off for the Council funded cost of the personal sickness and accident insurance cover.

54.1.1 For employees covered by this Agreement who elect to remain in the Scheme, Council will continue to fund the cost of the personal and accident insurance cover;

54.1.2 For employees covered by this Agreement who formally elect to opt out of the Scheme, Council will not fund the cost of the personal and accident insurance cover and instead, Council will pay full-time employees a one-off, permanent increase of \$500 to their Housing and Utilities Allowance, to take effect from 1 July 2020, provided such full time employees are employed at that time, and that this Agreement is in effect:.

54.1.2.1 If this Agreement is not in effect by 1 July 2020, which may then require continuation of the Council funded Scheme for all employees covered by this Agreement for part or all of the period 1 July 2020 to 30 June 2021, Council will make available the opt out option at the earliest practical time. If the opt out option is made available during between 1 July 2020 to 30 June 2021, the \$500 allowance (referred to in clause 54.1.2) will be paid on a pro rata basis for the period not covered by the Council funded personal and accident insurance cover; and with the full eligible payment increase

referred to in clause 54.1.2 taking effect from the 01 July 2021, in accordance with 54.1.2, 54.1.2.2 and 54.1.2.3.

54.1.2.2 Part-time staff who formally elect to opt out of receiving Council funded and arranged personal and accident insurance cover through the Scheme will receive a pro-rata entitlement to the one-off increase of \$500 to their Housing and Utilities Allowance referred to in clause 54.1.2 and if applicable, additionally prorated in accordance with 54.1.2.1;

54.1.2.3 Full-time and part-time staff who are bound by this Agreement and are paid pursuant to individual salary arrangements or who do not receive a separately identifiable Housing and Utilities Allowance at the time this Agreement takes effect will be entitled to receive the payment as an adjustment to their salary arrangement as referred to in 54.1.2 and 54.1.2.1, or in the case of part time employees, a pro-rated payment in accordance with clause 54.1.2.2;

54.2 Casual staff are not entitled to access to the personal and accident insurance cover (funded by Council or otherwise) or any one-off payment or other benefit provided by this clause.

Section Eight

SALARY AND SUPERANNUATION

55. SALARY PAYMENTS

55.1 Salary increases are identified at Appendix 1A and Appendix 1B, as applicable to the relevant employee, and will apply only to those employees covered by this Agreement, during the life of this Agreement as follows:

55.2 Stage 1 Appendix 1A – Permanent Full-Time and Part-Time Employees

55.2.1 For all permanent full-time and part-time employees, a 2% salary increase as identified at Appendix 1A, effective from the first full pay period on or after 06 March 2020.

55.2.2 For all permanent full-time and part-time employees, a 2% salary increase as identified at Appendix 1A, effective from the first full pay period on or after 06 March 2021.

55.2.3 For all permanent full-time and part-time employees, a 3% salary increase as identified at Appendix 1A, effective from the first full pay period on or after 06 March 2022.

55.3 Appendix 1B – Casual Employees

55.3.1 For casual employees engaged by Council at the time of and after this Agreement takes effect, Council will pay the Award rates identified in Appendix 1B.

55.3.2 For all casual employees, as identified in Appendix 1B, Council will pay the Award rates plus 2% wage above the prevailing Award rate as determined by the Tribunal, effective on or after 01 July 2021.

55.3.3 For casual employees, as identified in Appendix 1B, Council will pay the Award rates plus 2% wage above the prevailing Award rate, as determined by the Tribunal, effective on or after 01 July 2022.

55.3.4 For the avoidance of doubt, the 2% increases above at 55.3.2 and 55.3.3 are to be calculated using the Award rates as prescribed by the Tribunal exclusive of the 25% casual loading.

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

55.5 Salary increases will apply only to those employees bound by this Agreement, during the life of this Agreement.

56. SUPERANNUATION

56.1 The Parties agree that all employees will 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 employee's gross salary for all purposes, including but not limited to superannuation, annual leave and long service leave will 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 will always be formalised as between Council and the employee.

Section Nine

MISCELLANEOUS

59. HOUSING & UTILITIES ALLOWANCE

- 59.1 Council will make contributions towards the cost of providing housing and utilities for part-time and full-time employees. This excludes employees who reside with a family member employed by Council, where Council provides that family member with housing and utilities in Roxby Downs at no cost.
- 59.2 For those employees not paid pursuant to individual salary arrangements pursuant to clause 58, Council will increase its contribution by a flat three (3) percent increase (\$165) to a total contribution of \$5,665 per annum, which will apply annually for the life of the Agreement.
- 59.2.1 Those employees bound by this Agreement who agree to offset and trade-off the Council funded cost of personal sickness and accident insurance cover, will receive an additional one-off increase to their Housing & Utilities Allowance of \$500 in accordance with clause 54.1.2, (subject to 54.1.2.1), for a maximum total contribution of \$6,165.
- 59.2.2 Full-time and part-time staff who are bound by this Agreement and are paid pursuant to individual salary arrangements or who do not receive a separately identifiable Housing and Utilities Allowance at the time the allowance pursuant to 54.1.2 takes effect (subject to and in accordance with clause 54.1.2.1), will be entitled to receive the payment as an adjustment to their salary arrangement as referred to in 54.1.2.3, or in the case of part time employees, the pro-rated payment in accordance with clause 54.1.2.2;
- 59.3 For those employees paid by way of individual salary arrangements pursuant to clause 58, this allowance will be the greater of that outlined under clause 59.2.1, or that identified in their individual salary package, after including an adjustment for the additional allowance in accordance with 54.1.2 and 54.1.2.3.
- 59.4 Part-time employees will be entitled to the Housing and Utilities Allowance in accordance with 59.2 on a pro-rata basis, and the additional payment in accordance with 59.2.1 on a pro-rata basis; and if applicable, on a further pro-rated basis in accordance with 54.1.2.2.
- 59.5 Casual employees are not eligible to receive the Housing & Utilities Allowance, any other benefits under this clause or clause 54.

60. MILEAGE REIMBURSEMENT

- 60.1 Where a Council owned vehicle is not available for official Council usage and an employee utilises his or her own vehicle, the following will apply:
- 60.1.1 For the period of the agreement, mileage for localised total travel will be reimbursed at the rate of 68 cents / km;

60.1.2 For the period of the agreement, mileage for long distance travel will be reimbursed at the rate of 45cents / km;

60.1.3 long distance travel will be where the total travel is greater than 50km;

61. CORPORATE UNIFORM

61.1 The wearing of a corporate uniform will only be compulsory for employees where Council requires an employee to wear a uniform in the course of their duties, any front-line or field role, or any other role as determined by Council, including: - Customer Service; On-Call and employees working in the field; and all Roxbylink staff. Council will issue a written requirement to that effect.

61.2 In Consultation with the Workplace Bargaining Committee, Council will specify the desired attire and provide financial assistance on a direct Council payment basis (as applicable) as follows:

61.2.1 for employees required by Council to wear protective clothing on a daily basis – initial Council contribution of \$500 and annually (commencing in the second year) \$350. Any unused allowance will not accrue or rollover from one year to another;

61.2.2 for employees not required by Council to wear protective clothing – initial Council contribution of \$500 and annually (commencing in the second year) \$250. Any unused allowance will not accrue or rollover from one year to another;

60.2.2.1 for employees who have multiple functional roles which requires the wearing of a corporate uniform and which also includes Life Saving duties within the Roxbylink Aquatic area, Council will directly provide to the employee the relevant official lifesaving uniform of hat, shirt and shorts at Council's expense.

61.2.3 all protective clothing for other purposes will be provided to employees (as applicable) at Council's expense;

61.2.4 Council will appoint an official supplier of the corporate uniform;

61.2.5 uniform orders and purchases will be through a Council held account with the official uniform supplier;

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

61.4 For employees not required to wear a corporate uniform, Council will provide one corporate polo shirt per year, with Council designation thereon, for work related purposes.

- 61.5 Employees not required to wear a uniform, but who wish to do so, may purchase corporate wear by ordering items through Council's procurement system and making direct payment to the official uniform supplier.

62. PROTECTIVE CLOTHING

- 62.1 Where the employer requires an employee to provide their own specific items of protective clothing, the employee will be reimbursed reasonable expenses associated with the purchase and maintenance of each protective clothing.
- 62.2 Employees who are required to handle chemicals in the course of their duties will be entitled to an annual physical 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 – will be borne by the Council.

63. CONTINUOUS SERVICE

63.1 Maintenance of Continuous Service

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

- 63.1.1 absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- 63.1.2 absence of the employee from work, for any cause, by leave of the employer;
- 63.1.3 absence from work on account of illness, disease or injury;
- 63.1.4 absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- 63.1.5 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);
- 63.1.6 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
- 63.1.7 transfer of the employment of an employee from one Council to another Council subject to the provisions of the *Local Government Act 1999* (SA).
- 63.2 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:

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

64. NO EXTRA CLAIMS

- 64.1 The signatories undertake that there will 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.

65. SIGNATORIES TO THE AGREEMENT

Signed for and on behalf of
THE MUNICIPAL COUNCIL OF ROXBY DOWNS by

..... Chief Executive

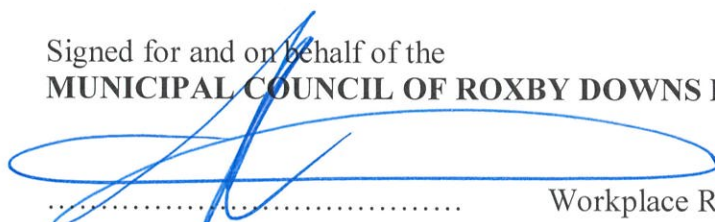
ROY DAVID BLIGHT..... Chief Executive (Print Name)

..... Witness

Keren Edmonds..... Witness (Print name)

on this 17th day of June 2020

Signed for and on behalf of the
MUNICIPAL COUNCIL OF ROXBY DOWNS EMPLOYEES by

..... Workplace Representative

LEAH S. CADEN..... Workplace Representative (Print Name)

..... Witness

Keren Edmonds..... Witness (Print name)

on this 18th day of June 2020

Section Ten

APPENDICES

APPENDIX 1A – PAY RATE SCHEDULE FOR ALL PERMANENT FULL-TIME AND PART-TIME STAFF

CLASS	CURRENT PAY RATE	FIRST INCREASE	SECOND INCREASE	THIRD INCREASE
		2%	2%	3%
Date		06 March 2020	06-March-21	06 -March-22
LEVEL 1A				
1	42,981	43,841	44,717	46,059
2	44,140	45,023	45,923	47,301
3	45,297	46,203	47,127	48,541
4	47,612	48,565	49,536	51,022
LEVEL 1				
1	48,908	49,886	50,844	52,411
2	50,009	51,009	52,029	53,590
3	51,551	52,582	53,634	55,243
4	53,203	54,267	55,352	57,013
5	54,856	55,953	57,072	58,784
6	56,506	57,636	58,789	60,553
LEVEL 2				
1	58,181	59,345	60,532	62,347
2	59,832	61,029	62,249	64,117
3	61,497	62,727	63,981	65,901
4	63,170	64,433	65,722	67,694
LEVEL 3				
1	64,838	66,135	67,457	69,481
2	66,513	67,843	69,200	71,276
3	68,183	69,547	70,938	73,066
4	69,857	71,254	72,679	74,860
LEVEL 4				
1	71,712	73,146	74,609	76,847
2	73,445	74,914	76,412	78,705
3	75,176	76,680	78,213	80,560
4	76,909	78,448	80,017	82,417
LEVEL 5				
1	78,641	80,214	81,818	84,273
2	80,372	81,979	83,619	86,128
3	82,105	83,747	85,422	87,985
LEVEL 6				
1	84,990	86,690	88,424	91,076
2	87,877	89,635	91,427	94,170
3	90,757	92,572	94,424	97,256
LEVEL 7				
1	93,596	95,468	97,377	100,299
2	96,516	98,446	100,415	103,428
3	99,495	101,485	103,515	106,620

APPENDIX 1B –PAY RATE SCHEDULE FOR CASUALS: - AWARD BASE ANNUALISED SALARY PLUS ADDITIONAL 2% OVER AWARD PAYMENT. FOR CLARITY ALSO SHOWS 25% CASUAL LOADING TO BE PAID.

NOTE THAT PENALTY RATES ARE TO BE ADDITIONALLY PAID FOR HOURS WORKED OUT OF THE AWARD’S ORDINARY HOURS CALCULATED ON:

5.2.1 of the Award: Employees who perform work prior to 7.30am or after 6.30pm on a Monday to Friday (both inclusive) shall receive a loading of 15% in addition to their ordinary time rate of pay for all time worked outside of those hours.

5.2.2 of the Award: Employees working on Saturdays and Sundays as part of their ordinary hours will receive a loading of 50% in addition to their normal wage. Saturday to commence at midnight on Friday and Sunday to finish at midnight on Sunday.

5.2.3 of the Award: Employees working on public holidays as part of their ordinary hours will receive 150% in addition to their ordinary time rate of pay.

CLASS	CURRENT AWARD PAY RATE	ADD 25% CASUAL LOADING	PLUS ADDITIONAL 2%	FIRST INCREASE TBD	SECOND INCREASE TBD	THIRD INCREASE TBD
	Effective 01 July 2019 – 30 June 2020	From new agreement coming into effect	From new agreement coming into effect	According to SAET advised increment	According to SAET advised increment	According to SAET advised increment
Date				1 July 2020	1 July 2021	1 July 2022
LEVEL 1A	1	39,780	49,725	50,719		
	2	40,606	50,757	51,773		
	3	41,434	51,792	52,828		
	4	43,088	53,860	54,937		
LEVEL 1	1	44,110	55,137	56,240		
	2	44,799	55,999	57,119		
	3	45,902	57,377	58,525		
	4	46,935	58,669	59,842		
	5	47,971	59,964	61,163		
	6	48,861	61,076	62,298		
LEVEL 2	1	49,913	62,391	63,639		
	2	50,946	63,682	64,956		
	3	51,980	64,975	66,725		
	4	52,665	65,831	67,148		
LEVEL 3	1	53,698	67,122	68,465		
	2	54,356	67,945	69,304		
	3	55,390	69,237	70,622		
	4	56,423	70,529	71,939		
LEVEL 4	1	57,458	71,822	73,259		
	2	58,492	73,115	74,577		
	3	59,525	74,406	75,894		
	4	60,421	75,526	77,037		

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

<i>Years of age</i>	<i>% of 1st year adult service</i>
17 and under	62
18	72
19	82
20	92

Trainee (as defined) rates apply to level 2 as follows

	<i>% of 1st year Level 2 rate</i>
1st year of service	72
2nd year of service	82
3 rd year of service	92

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 will 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 will 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 will 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 will 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 will 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 will 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	
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 7									
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.	
COMPLEXITY OF TASK LEVEL OF AUTONOMY	Application of basic skills and techniques in a support role in a childcare 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 with assistance	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.	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 7									
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.		available when required.			
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.	
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.	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 1 – GENERAL FEATURES LEVELS 1A TO 7									
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.	
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.	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7		
GENERAL OFFICERS CLASSIFICATION CRITERIA 2 – GENERAL RESPONSIBILITIES LEVELS 1A TO 7										
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 impact of activities	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 of council;		

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 2 – GENERAL RESPONSIBILITIES LEVELS 1A TO 7									
GENERAL RESPONSIBILITIES							undertaken or achievement of stated outcomes/objectives for the work area.	-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.	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – SPECIFIC RESPONSIBILITIES LEVELS 1A TO 7									
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>	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
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.	
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	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
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>	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
WHERE PRIME RESPONSIBILI TY IS IN CLERICAL/ SECRETARIAL / ADMINISTRAT IVE		<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>	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
WHERE PRIME RESPONSIBILITY 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	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
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	
GENERAL OFFICERS CLASSIFICATION CRITERIA 3 – GENERAL FEATURES LEVELS 1A TO 7									
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	
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 7									
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 activities required 	<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 relevant experience 	<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 sufficient to perform 	<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. 	

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 7									
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.	OR Appropriate on-the-job training and 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.			the duties required at this level.		

CHARACTER – ISTIC	LEVEL 1A	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6	LEVEL 7	
GENERAL OFFICERS CLASSIFICATION CRITERIA 4 – SKILLS, KNOWLEDGE, EXPERIENCE, QUALIFICATIONS AND/OR TRAINING LEVELS 1A TO 7									
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 will 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 month’s satisfactory service.	- Three year degree holders will 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 will advance to the 3rd increment after twelve months service on the 1st increment of the range and will progress to the 1st increment of level 4 after a further twelve months service. - Officers with a certificate relevant to the work area will 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 year’s 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 year’s 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 will 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.	